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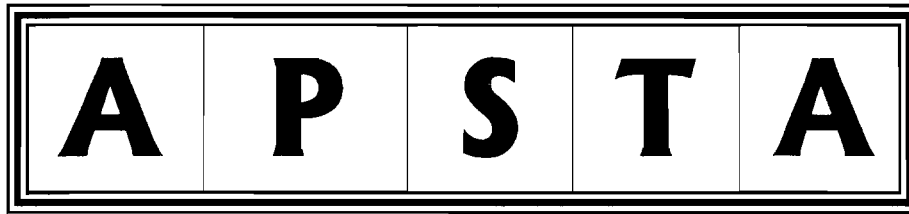
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2006-2011

Agreement Between

The City School District of Albany

and the

Albany Public School Teachers' Association

RECEIVED

DEC 23 2008

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

July 1, 2006
through
June 30, 2011

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PREAMBLE

In order to effectuate the provisions of the Public Employees Fair Employment Act of the State of New York (Chapter 392 of the Laws of 1967) and to continue to encourage an effective and harmonious working relationship between the Board of Education of the Albany Public School (hereinafter referred to as the "Board") and, its professional employees represented by the Albany Public School Teachers' Association (hereinafter referred to as the "Association"), this Agreement is hereby entered into.

WITNESSETH

WHEREAS, the Board of Education of the City of Albany and the Albany Public School Teachers' Association recognize that they have a common goal and responsibility of working together providing the finest educational opportunities for boys and girls of the Albany Public School System, and both parties recognize their responsibilities in an increasingly complex structure and resources, in order to provide maximum educational opportunities, and

WHEREAS, the Albany Public School Teachers' Association recognizes that the Board of Education, under law, has the final responsibility for establishing policies for the District, and the Superintendent and his staff have the responsibility for carrying out established policies, and

WHEREAS, the members of the teaching profession are qualified to advise in formulating policies and programs designed to improve educational standards, and

WHEREAS, the Board of Education recognizes the desirability of consultation with staff prior to constructive changes in policies which govern the operation of the City School District, and

WHEREAS, the Association, as the representative of its teaching personnel, is empowered under the Public Employees Fair Employment Act to negotiate collectively with the Board with regard to terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, it is hereby agreed as follows:

ARTICLE 1

RECOGNITION

1.1 Nature and Terms

1.1.1 The Board of Education of the Albany City School District having determined that the Albany Public School Teachers' Association is supported by a majority of the employees in a unit composed of all employees of said District, professionally certified by the Department of Education of the State of New York, or occupying positions for which such professional certification is normally required, Livingston Magnet Academy Theme Coordinators, and Registered Nurses, while excluding the Superintendent of Schools, the central office administrative staff, certified administrators employed by the District as administrators, and substitute employees, by action taken March 27, 1968, hereby recognizes the Albany Public School Teachers' Association as the exclusive representative of the employees in such unit for the purpose of negotiations regarding wages, hours and terms and conditions of employment and in the settlement of grievances and for all other lawful purposes under the laws of the State of New York.

1.1.2 During the period of recognition hereunder or under any renewal of such recognition, the Board agrees not to negotiate or deal in any way with any other organization representing or claiming to represent employees within the employer-employee negotiating unit represented by the Association.

1.2 Unchallenged Representation Status

1.2.1 The period of unchallenged representation status shall extend until 120 days prior to the expiration of the Agreement in 2006 and automatically thereafter for successive periods of three years each, or the maximum lawful period, unless a bona fide employee organization showing membership of and support by at least 30 percent of the employees in such negotiating unit, shall claim the right to representation of the employees in said unit during the 120-day period prior to the above deadline or the three-year anniversary date thereof.

- 1.2.2 In the event that any competing employee organization claims the right to represent the employees in said unit and furnishes the proof of membership and support as above specified, then the selection of employee representatives shall be determined in accordance with the Public Employees Fair Employment Act and the rules of the Public Employment Relations Board.

1.3 **Dues Deduction**

- 1.3.1 The Board agrees to deduct from the salaries of its employees dues for the Albany Public School Teachers' Association and its affiliated state and national teacher associations as said teachers individually and voluntarily authorize the Board to deduct via the dues deduction card (Appendix F), and to transmit all monies to the Albany Public School Teachers' Association. Deductions will be made in equal installments corresponding to each pay period commencing with the second pay period in September. The Association shall act as the collecting agent for the dues deduction cards.
- 1.3.2 The Board agrees that during the term of this Agreement it will not accord dues deduction or similar check-off rights to any other organization representing or purporting to represent employees in the negotiating unit represented by the Association in accordance with the provisions of the Taylor Law.

1.4 **Agency Fee**

- 1.4.1 The District shall deduct from the salaries of those members of the bargaining unit who are not members of the Albany Public School Teachers' Association a service fee (Agency Fee) equivalent to the total annual per capita dues paid by members of the Albany Public School Teachers' Association (Appendix I – Local Procedure).
- 1.4.2 The service fee shall be deducted in the same manner as payroll deduction of dues and transmitted promptly to the Albany Public School Teachers' Association unless the non-member has paid the agency fee directly to the Albany Public School Teachers' Association by the second pay period in September as stipulated by the Albany Public School Teachers' Association to the District.
- 1.4.3 The Albany Public School Teachers' Association shall provide the District with a list of non-members by September 15 of each school year.

- 1.4.4 Any bargaining unit member subject to the service fee charge who is employed for less than a full school year shall pay a service fee equivalent to a pro-rata portion of the total amount per capita dues paid by members of the Albany Public School Teachers' Association.

1.5 NYSUT Benefit Trust-Vote Cope/Payroll Deduction

The District will provide payroll deduction to members of this bargaining unit for the NYSUT Benefit Trust and Vote Cope.

ARTICLE 2

DEFINITIONS

2.1 **Administration**

- 2.1.1 The Superintendent of Schools, central office administrative staff, and other certified administrators employed by the District as administrators.

2.2 **Association**

- 2.2.1 The Albany Public School Teachers' Association.

2.3 **Board**

- 2.3.1 The Board of Education of the Albany Public School System.

2.4 **Building Representative**

- 2.4.1 The duly designated representative or representatives of the Albany Public School Teachers' Association for each school building.

2.5 **Chief Executive Officer**

- 2.5.1 The Superintendent of the Albany Public Schools, sometimes also referred to as Superintendent and Chief Administrative Officer.

2.6 **District**

- 2.6.1 The District refers to the City School District of the City of Albany.

2.7 **Negotiating Unit**

- 2.7.1 The group of employees recognized in Article 1.1.1.

2.8 **Special Education**

- 2.8.1 Those students identified as students with disabilities in accordance with applicable state and federal law (e.g. IDEA, Article 89 of the New York State Education Law, etc.)."

2.9 **Teacher**

- 2.9.1 Any employee of the pre-kindergarten through 12th grade Albany Public School System in the employer-employee negotiating unit represented by the Association, except where otherwise specifically provided.

2.10 **Parent/Guardian**

2.10.1 Parent, guardian, or person in parental relationship to the individual.

2.11 **Joint Committee**

2.11.1 A committee consisting of District level Administration and APSTA representatives. All teacher members of such committees shall be appointed by the Association and shall be members of the bargaining unit as well as current employees. Representatives from APSAA and/or APSUE may be invited to participate.

2.12 **Family**

2.12.1 A parent, grandparent, guardian, spouse, brother, sister, child, in-law, grandchild, step-child, step-parent, and step-sibling, or other member of the family who reside in the household (to include domestic partners, or any person with whom the teacher has a family-like relationship).

ARTICLE 3

RIGHTS AND RESPONSIBILITIES OF THE DISTRICT

3.1 Management Responsibilities

- 3.1.1 The District is responsible for the operation and control of the school system and its personnel as set forth in the Education Law of the State of New York. This includes, but is not limited to, the right to control educational policy, hire teachers and establish budgetary, taxing and other financial policies.

ARTICLE 4

RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION

4.1 No Strike Pledge

- 4.1.1 APSTA and the District subscribe to the principle that differences shall be resolved by peaceful means without interruption of the school program. APSTA, therefore, agrees that it shall not engage in a strike or cause, instigate or encourage a strike as defined by Section 201, Subdivision 9, of the Taylor Law.

4.2 Association Use of Faculty Meetings

- 4.2.1 At the close of the faculty meetings or at any time after the close of the school day and the completion of the educational program by staff, the Association may hold a meeting for its members.

4.3 Use of School Rooms by Association

- 4.3.1 The District will continue its policy of having principals make rooms available after school hours for teacher committees, groups or whole faculties or the entire membership of the Association.

4.4 Meetings with Superintendent

- 4.4.1 The Superintendent or his/her designee, will meet with all committees of the Association on any matters having to do with the improvement of education. All recommendations and proposals presented by the Association will receive careful consideration. Sufficient opportunity will be provided for an exchange of views and ideas.
- 4.4.2 The Superintendent shall meet annually with the officers and Advisory Council of the Association to report on the operation of the school system and to answer questions on a mutually agreed upon date between October 1 and November 30. The Superintendent or his/her designee shall meet with a building level labor management committee within 10 school days following a request for a meeting.
- 4.4.3 At other times during the year the Executive Committee of the Association may request a meeting of the Advisory Council with the Superintendent or his/her designee for special purposes. Such a meeting shall be scheduled within a reasonable time following such request.

4.5 Release Time for APSTA Duties and Officials

4.5.1 The President of APSTA and/or designee shall receive 10 days leave without loss of pay or annual leave entitlement.

4.5.2 Time necessary for Association representatives to attend conferences and conventions of affiliate state and national organizations, and more specifically, those sponsored by the New York State United Teachers (NYSUT), the American Federation of Teachers (AFT), the New York State Teachers' Retirement System and meetings of the AFL-CIO relating to teaching, shall be granted with pay and not charged to leave days. The number of days taken shall not exceed a total of 30 days per year. APSTA may request additional days from the Superintendent.

4.6 Release Time for the President of APSTA/Grievance Committee Chairperson

4.6.1 The President of APSTA shall be relieved of up to ½ of his/her instructional duties with APSTA reimbursing 50% of itinerant substitute replacement cost. The Grievance chairperson shall be relieved of 2/5 of his/her instructional duties with APSTA reimbursing 50% of itinerant substitute replacement cost. Both will remain full-time employees.

4.6.2 APSTA and the District agree to use the long-term experience substitute rate applicable in the District in any given year for determination of the value of reimbursement required from APSTA to the District for the release time set forth in this article (i.e. the rate used for the 2002-2003 school year is \$110 per day). For example, once the reimbursement provisions are applied in 2002-2003 this results in an obligation for APSTA to reimburse the District in the sum of \$27.50 per day for the President's release time and \$11 per day for Grievance Chairperson release time. The District shall invoice APSTA for this amount annually. APSTA may pay such invoice on an annual, semi-annual, or quarterly basis.

4.7 Forwarding of Information to the Association

4.7.1 Prior to the beginning of each school year, a mailing list of all employees in the bargaining unit shall be forwarded to the President of the Association with their building assignments and type of appointment. This list shall be updated semi-monthly where any changes have occurred.

4.7.2 The Board will notify (inform) the Association of all Board meetings by letter to the President of the Association at his/her home address. If on any occasion the time is brief, a phone call will be made to be followed by a letter of confirmation.

4.8 Meeting with New Teachers

- 4.8.1 At the conclusion of the Superintendent's General Meeting in September, the President and/or other representatives of APSTA shall be afforded time to make a presentation to the new teachers of the District. An announcement of the Association meeting with new teachers will be made during the Superintendent's meeting.

ARTICLE 5

TEACHER-ADMINISTRATION LIAISON

5.1 Communication Pledge

- 5.1.1 The Board recognizes that the Association has a vital interest in the operation of the Albany Public School System. The Board and the Association recognize the importance of communications.
- 5.1.2 The parties to this Agreement pledge their intent to further communications vertically and horizontally and to make every effort in that direction.

5.2 Teacher-Administration Relationship

- 5.2.1 Teachers are encouraged to avail themselves of the accessibility of the administrators. A mutually satisfactory relationship between staff and administrators will continue to be a cardinal principle of the Board of Education.

5.3 Teacher Meetings

- 5.3.1 APSTA and the District recognize the importance of faculty meetings.
- 5.3.2 Meetings shall be specific to the affected staff.
- 5.3.3 APSTA representatives shall have an equal part in generating an agenda for meetings.
- 5.3.4 Attendance at those meetings where an agenda has been jointly developed may be required by mutual agreement between the building administration and APSTA representatives. Administrators reserve the right to call an emergency meeting where attendance may be required.
- 5.3.5 An evaluation form shall be developed by mutual agreement between the building administration and APSTA representatives and utilized for all faculty meetings.

5.4 Notification of Policy and Program Changes

- 5.4.1 The Board will endeavor to keep the President of the Association and all school personnel informed of the programs as they are developed and of changes in the implementation of school policy and conditions of employment.

5.5 Labor Management

5.5.1 APSTA and the District shall maintain its Labor Management Committee consisting of the APSTA President, Grievance Chairperson, Chief Negotiator, District Superintendent, Assistant Superintendent(s), Assistant to the Superintendent and the District's Attorney. The Committee will meet on a regular basis, with special meetings when necessary. Additional or replacement representatives may be added by consensus. The purpose of the committee is to address mutual concerns and issues including but not limited to those referred by the building level labor management committee(s) and to evaluate new initiatives within the District. The committee will recommend changes necessary to facilitate programs within the District. Decisions of the committee shall be reached by consensus.

5.5.1.1 The District's Labor Management Committee shall be responsible for establishing all joint teacher – administration committees. The Labor Management Committee, by consensus, shall determine the purpose and composition of said joint committees. All teacher members of such committees shall then be appointed by the Association and shall be members of the bargaining unit as well as current employees. The Association shall act as the sole public spokesperson for teachers as a whole. This in no way shall limit the administration from its right to seek the advice of any of its employees regardless of union status.

Upon the creation of such joint committees, each side shall have two weeks to notify the other party of the names of their appointees to the committee. This time period may be extended by mutual agreement if necessary. If no appointees are named, the committee shall be entitled to continue with its mission.

5.5.2 In order to foster good teacher-administration relationships, each building shall establish upon agreement between APSTA building representatives and building administration, a building level labor management committee. The function of the Building Level Labor Management Committee shall be to make effective recommendations to resolve building level issues as they arise. Every effort shall be made by the Building Level Labor Management Committee and the Building Shared Decision Making Committee to avoid duplication of effort. Membership on the Building Level Labor Management Committee shall be comprised of building administration and APSTA representatives and/or alternates. The size of the committee will be determined jointly by the building administration and APSTA representatives. Input will be sought from parties of interest. Meetings of the Building Level Labor Management Committee shall occur regularly (at a mutually agreeable time) or following a request by any committee member. The District will support and encourage successful resolution of problems by consensus at the building level. Problems remaining unresolved at the building level shall be referred to the District

Labor Management Committee at the request of the Building Level Labor Management Committee. Building Level Labor Management Committee is not intended to supplant the existing grievance process. However, problems which might result in grievance procedures are not precluded from resolution through Building Level Labor Management Committee. Problems addressed through Building Level Labor Management Committee may include, but are not limited to discipline policy, class size and distribution, pullout programs, non-instructional assignments and classroom interruptions.

ARTICLE 6

TEACHER ASSIGNMENT, TRANSFER AND PROMOTION

6.1 Appointments

- 6.1.1 All appointments will be made in accordance with the New York State Education Law and regulations of the Commissioner of Education.
- 6.1.2 Should the District appoint a teacher to a position in the District as a regular substitute, the District shall provide to the President of APSTA upon request, for information purposes only, the information listed below in addition to the information provided to APSTA in the past regarding this issue:
 - 6.1.2.1 The anticipated date of the teacher's return to the District or the anticipated duration of a leave of absence.

6.2 Transfers

- 6.2.1 Any teacher, who is or becomes qualified in a certification area other than that of his/her current appointment, has the responsibility of giving notice to the Superintendent or his/her designee of his/her desire for a change of assignment to the new certification area, and of transmitting the necessary documentary evidence of his/her qualifications.
- 6.2.2 Teachers requesting transfers to a different grade level or building, a different subject matter or to another certification area for which the teacher is qualified should be submitted to the District in writing by March 1. Additionally, teachers requesting transfers to specific job openings posted after March 1 should submit to the District in writing within the application timeframe for each posting or no later than June 1. No transfer requests apply to positions posted after June 1st. The District will acknowledge the request in writing within ten (10) school days. A list of teachers requesting transfers shall be provided to APSTA as soon as it is compiled.
- 6.2.3 Teachers will be afforded an opportunity by the building administrator to discuss any proposed change in grade level or subject area within a building. The building administrator may designate the appropriate department head to confer with the teacher. Any teacher being considered for a building assignment change shall be afforded the opportunity to confer with the Superintendent and/or Assistant Superintendent(s) to discuss the reason(s) for such change. The Superintendent shall designate an appropriate department head to confer with traveling teachers who are to receive building assignment changes. Such opportunity will be provided prior to any written notification of change.

6.2.4 A teacher, meeting the following criteria, may request a Superintendent directed transfer. A teacher must have been at his/her present building assignment for at least three (3) years. A teacher must, prior to submitting such a request, submit a request for transfer under Article 6.2.2 in the year immediately prior to a request under this provision. A request for a Superintendent directed transfer must be submitted to the Superintendent in writing by March 1 of a year following three complete years in a building. The Superintendent's decision should be made by June 1st. The decision as to whether to make a Superintendent directed transfer is within the discretion of the Superintendent.

6.3 Professional Vacancies and Openings

6.3.1 The Superintendent or his/her designee shall inform the President of the Association of all professional vacancies and openings, stating the appropriate details, including the effective day of the opening, the nature of the assignment, description of the educational qualifications, salary range and the probable date of appointment. The District shall post lists of vacancies and/or tentative vacancies in all school buildings in a designated location as vacancies become known. Teachers interested in applying for specific positions within their area(s) of certification may indicate their interest, in writing, to the District's Office of Personnel. Letters will be retained by the Office of Personnel for a period of one calendar year from the date of receipt. In the event a vacancy of one year of length or longer occurs, the District shall notify any teacher who has a letter on file indicating an interest in such specific vacancy. Notifications shall be by intra-District memo to such teacher during the school year and by ordinary mail to such teacher at the teacher's last known address of record during the summer recess. It is then the teacher's responsibility to apply for the position.

6.3.2 The requirement of reporting actual or tentative professional vacancies or openings shall be for those vacancies or openings which are either permanent in nature or for which a leave of at least one year is anticipated.

6.3.3 No reported opening or vacancy shall be filled permanently until at least two weeks after the notification required by the first paragraph of this section.

6.4 Notification

6.4.1 Teachers will be notified in writing of their tentative assignments for the coming school year, including the schools to which they will be assigned, the grades and/or subjects they will teach, and any special or unusual classes or pupils that they will have, no later than June 10th.

6.4.2 Effective July 1, 2008, teachers, as defined herein, who are notified of assignment changes after the dates set forth below shall be entitled to the relief set forth. This provision only applies to teachers who are notified of assignment changes which require a need for further planning and preparation different from their prior assignment such as a subject change, elementary grade level change, or grade level location change (e.g. Grade 2 in School A to School B). An example of a situation that this provision does not apply to is the change in assignments of traveling teachers from one set of schools to a different set of schools (e.g. special area teachers who may change from a split assignment at Schools A and B to a split assignment involving different schools). For teachers covered by this provision:

6.4.2.1 If notified of a change in assignment after July 1st, they shall be compensated one day's pay for the preparation required and performed prior to the first day of school as a result of such change.

6.4.2.2 If notified of a change in assignment after the first day of school, they shall be provided two (2) days of release time for the preparation required as a result of such change.

6.5 Orientation for New Teachers

6.5.1 For new teachers an orientation course shall be provided during the opening week of school in September at which time they will be introduced to the system and to the particular building to which they are assigned. At this time, if it has not been done earlier, the new teacher shall be given a statement of the requirements of the curriculum for the grade or subject, and a complete set of available books, manuals and other available materials which may be used in the assignment.

6.5.2 APSTA and the District will collaborate in devising a program for orienting and supporting new teachers to the district during their first year. This orientation is in addition to the twenty (20) hours of professional development required of teachers.

6.6 Summer School Employment

6.6.1 When filling summer school positions, the Board shall give preference to teachers regularly employed by the District.

6.6.2 Subject to the availability of the former position and demonstration of satisfactory performance, as indicated on APPR evaluation forms, bargaining unit teachers employed in the summer school shall be re-employed the following summer.

6.7 **Job Sharing**

6.7.1 APSTA and the District recognize that, in certain cases, job sharing is beneficial to create a healthy instructional climate.

6.7.2 Any tenured teacher may submit a job share application to the Superintendent of Schools for a partial leave of absence. Only tenured teachers may participate in job sharing opportunities.

6.7.3 Job share requests are treated as leaves of absence which will:

6.7.3.1 Not result in loss of tenure.

6.7.3.2 Cause seniority to accrue at a rate equal to the amount of time that the applicant is employed by the District.

6.7.4 Job share arrangements will extend for one school year.

6.7.5 Applications/re-applications for job share arrangements should be submitted to the Superintendent of Schools no later than March 1.

6.7.6 Appointments will be made at the discretion of the Superintendent.

6.7.7 Other than compensation, job share partners will be entitled to the equivalency of one full benefit package. Such division shall be left to the discretion of the job share partners.

6.7.8 Job share participants shall receive compensation at their respective salary levels. Said compensation shall be at a rate equal to the amount of time each participant is employed by the District.

6.7.9 In order to move up on the salary schedule, a job share participant must have worked 50% or more of the school year.

6.7.10 In the event that one job share participant cannot continue and the remaining participant does not choose to assume full time employment, a substitute will be hired to complete that school year.

ARTICLE 7

PROFESSIONAL DUTIES

- 7.1 It is recognized by the District and the Albany Public School Teachers Association that the teacher is a professional whose primary duty is to teach and to promote and improve student learning. In meeting these responsibilities, teachers and administrators will work together to ensure a climate conducive to learning both in the classroom and in the school building. Teachers shall perform the following professional duties:
 - 7.1.1 Daily preparation for effective teaching and attendance at staff conferences, support of building level labor management committees, assist District in providing a safe educational environment, curriculum refinement, support of IST's and other similar activities, and engagement in continuing professional development are recognized as part of the professional responsibility which each teacher assumes. Teachers will assume an interest and will recognize their responsibilities in extra curricular activities.
 - 7.1.2 The teacher will cooperate with the administrator by taking reasonable and proper care of books, equipment and supplies provided for the teacher's use and that of his/her pupils.
 - 7.1.3 The administrative staff and the teacher will provide instruction with as few interruptions as possible.
 - 7.1.4 The teacher will provide adequate notice to the administrator, whenever possible, of any inability to perform his/her assigned duties.
 - 7.1.5 The teacher recognizes the necessity of keeping attendance and grade records and of filing health and accident reports.
 - 7.1.6 Classroom teachers shall be responsible for preparing adequately for daily instruction. In the event of absence, the classroom teacher is responsible for providing lesson plans, information and materials to the substitute in order to enable the continuation of meaningful instruction.
 - 7.1.6.1 All teachers are required to prepare adequately for daily instruction. All teachers shall prepare, and have readily available, evidence of planning for daily instruction. Such written evidence of daily planning shall be available, upon reasonable request, to evaluators and may be reviewed by evaluators as a means of assisting in and improving classroom practices. Planning formats may include, but are not limited to, unit planning, daily planning, weekly planning, monthly planning, or any combination thereof

which evinces evidence of planning for daily instruction. The particular planning format is at the discretion of the teacher so long as the format evinces planning for daily instruction and the teacher has not received a “does not meet professional objectives” in the area of preparation on any APPR evaluation or is not involved in a jointly developed teacher assistance/improvement plan.

7.1.7 The District and the Albany Public School Teachers’ Association recognize that teacher’s conferences with the parent/guardian of school pupils are useful and desirable. A reasonable number of conferences will be conducted by the teacher when necessary or when requested by the parent/guardian. The conference shall be held at a time mutually convenient to the parent/guardian and the teacher.

7.1.8 The District and the Albany Public School Teachers’ Association recognize that prompt communication with the parent/guardian of school pupils is essential. Teachers will attempt to contact the parent/guardian to inform the parent/guardian when there are problems with a student’s progress.

7.1.8.1 As one means of parent/guardian contact the District will provide an adequate number of telephones and telephone lines for teachers to call the parent/guardian. The District shall assure the confidentiality of these calls.

7.2 Physical Education Instruction and Elementary School Teachers

7.2.1 All 4th through 6th grade classes will be completely covered by physical education teachers. All K-3 will receive three 30-minute periods per week of instruction by a physical education teacher per five-day week. The K-3 classroom teacher will provide two 15-minute periods per week of instruction where the schedule allows.

7.2.2 All teachers will be accorded the option of having 2 whole class physical education periods and 2 split gyms or 3 whole class physical education periods per week. It will be the responsibility of the teacher to inform the building administrator of his/her preference by June 1 of each school year. Joint effort by teachers and administrators will be employed in scheduling physical education in an attempt to meet teacher preferences. The additional period for those opting for 3 whole physical education classes will be used for team planning, grade level meetings, parent conferences and/or instructional activities.

7.3 **Teacher Attendance**

- 7.3.1 The School District and Association recognize the importance of regular teacher attendance in the classroom and other assignments to provide for the best instruction. The parties agree to create a joint committee under the direction of the District Labor/Management Committee to review the issue of teacher attendance and absenteeism with the charge of returning observations and recommendations to the District Labor/Management Committee no later than November 1, 2008.

ARTICLE 8

INSTRUCTIONAL MATERIALS, EQUIPMENT AND SUPPLIES

8.1 General Provisions

- 8.1.1 The Board of Education and the Association recognize the importance of providing instructional materials, and equipment and supplies. The administrative staff will continue to implement the Board's policy to the end within budgetary limitations that teachers will be furnished items in quantity and in quality sufficient to support and enhance the instructional efforts of the professional staff.
- 8.1.2 Each head building representative will receive notification of the invitation to all budget meetings initiated by the district administration.

8.2 General Supplies

- 8.2.1 The administrator of each school building shall supply each teacher with a list of supplies and technical equipment that are available for use or consumption by the teachers in each building no later than the third week in each school year. He/she shall set up a procedure for the implementation of this article.
- 8.2.2 All reasonable efforts will be made to furnish instructional supplies to the teacher by September 1.

8.3 Textbooks

- 8.3.1 The Board of Education will continue its policy of providing for each pupil, current textbooks, as recommended to the Superintendent by the administrative staff. The Board shall furnish, at its expense, all necessary instructional materials made available by a publisher and for use with any text when requested by a teacher and approved by the departmental supervisor or director.

8.4 Textbook Selection

- 8.4.1 Teachers involved shall continue to participate in the evaluation and selection of all textbooks and other instructional materials and equipment. Changes in such materials or selection of new materials shall be determined after teachers who may use such materials have been afforded an opportunity to express their opinion. Suggestions for changing textbooks may originate with a teacher.

8.5 Consumable Books and Workbooks

- 8.5.1 All approved paperback workbooks and books with provisions for pupils to write therein shall be deemed to be consumable and shall be renewed yearly at Board expense without charge to the teacher or pupil. Pupils will be allowed to write in workbooks and similar publications in accordance with their design.

8.6 Teacher Involvement in Distribution

- 8.6.1 Teachers will aid in the distribution and collection of textbooks, equipment and supplies.

8.7 Material List

- 8.7.1 Principals, in consultation with other appropriate administrators, will prepare for all personnel in his/her school lists of instructional aides for the teachers' use such as programmed materials, records, tapes, books, exhibits, etc.

- 8.7.1.1 At the time of assignment for new teachers.

- 8.7.1.2 For all teaching staff an up-to-date list during the months of September and January.

8.8 Departmental Budgets

- 8.8.1 Principals, in consultation with other appropriate administrators, shall consult with teachers within each department in preparing departmental budgets in order to ascertain their views as to needs, priorities and avoidance of duplication of funds.

ARTICLE 9

TEACHER EVALUATION

9.1 Purpose

- 9.1.1 The purpose of evaluation is to assist and inform teachers of their efforts to provide the highest appropriate educational opportunities for each student in the Albany Public School System. The evaluation is part of a process in which the teachers' proficiency in providing such opportunities is assessed and professional growth and expertise is encouraged, recognized and fostered.

The joint committee established by the District and APSTA to review evaluation has recommended certain changes to the APPR which are approved and attached hereto.

9.2 Evaluation Committee

- 9.2.1 The District and APSTA have met to discuss and have come to agreement on an Annual Professional Performance Review (APPR) dated June 2007. Both parties recognize that the APPR will be an evolving plan which should be reviewed as appropriate. However, it is understood and agreed that the present APPR will continue in effect until such time as there is mutual agreement on any change. A joint committee shall meet at least four times per year to review the APPR process. Any changes to the evaluation procedures of teachers would only be effective upon mutual written agreement of the parties.

- 9.2.2 Any final form or forms developed and approved must contain a glossary of terms used in the evaluation process.

9.3 Number of Observations

- 9.3.1 Probationary teachers will be observed as frequently as necessary but not less than two formal observations will be made in a school year.
- 9.3.2 Tenured teachers may be observed as directed by the Superintendent.

9.4 Conduct of Observations

- 9.4.1 Formal monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

- 9.4.2 Observations will be conducted by principals or house principals, vice-principals, assistant principals or assistant house principals, supervisors, assistant supervisors, directors, assistant directors and coordinators in administrative positions.
- 9.4.3 Normally the teacher will be apprised in advance of the impending visit though supervisors retain the prerogative of making observations unannounced.
- 9.4.4 A single observation by an observer in any one year shall not be considered as the sole basis for the termination of service.
- 9.4.5 Classroom evaluations of teachers shall not be forwarded to any other agency or prospective employer without the expressed written consent of the teacher involved.
- 9.5 **Observation Results and Follow-Up**
 - 9.5.1 Annual evaluations shall be conducted in accordance with the APPR and the Agreement.
 - 9.5.2 Except as may otherwise be permitted by the APPR, every teacher shall receive prior to June 1st an annual evaluation on the report form set forth in the APPR.
 - 9.5.3 In the event a teacher is found to be rendering unsatisfactory service, he/she shall be so notified at the time of the finding and afforded reasonable opportunity for improvement.
 - 9.5.4 A pre-conference observation is essential for a successful evaluation. It will be a requirement for all teachers, both probationary and tenured. The time frame for the evaluation process, starting with the pre-conference observation to the formal observation and until a teacher receives their evaluation in hand, will be fifteen (15) work days.
 - 9.5.5 Within three (3) school days of any formal observation, a post-conference shall be held with the teacher at which time the teacher will review the observer's assessment of his/her performance. At that time, the teacher will be provided with a copy of any written report of the observation. Thereafter, the teacher shall have three school days to consider and provide any comments he/she may wish to affix to the form. The teacher shall sign the form before returning it to the evaluator. The teacher's comments shall be affixed to all copies of the evaluation report.

9.6 **Personnel Records**

- 9.6.1 A teacher's personnel file, with all evaluations (other than confidential recommendations) will be open and available for inspection by the teacher. Any evaluation, report, observation or written material concerning the professional or personal conduct, service, character or personality of a teacher (and covering employment in the City of Albany) which is placed in such personnel file shall immediately be made known to that teacher.
- 9.6.2 Any complaint or derogatory letters that are directed toward a teacher and which become a permanent part of his/her personnel file will be promptly called to the teacher's attention. If such a complaint or derogatory letter is to be placed in his/her personnel file, the teacher will be given an opportunity to attach a statement. Upon request the teacher shall be given access to any or all aforementioned complaints or derogatory letters and attachments that are a part of his/her personnel file.
- 9.6.3 The District will not use materials in the evaluation of a teacher's performance including any action against the teacher that has not been properly entered into the teacher's official personnel file.

ARTICLE 10

TEACHER PROTECTION

10.1 Assault on a Teacher

- 10.1.1 In the event that an assault on a teacher takes place during the course of his/her employment, the teacher shall provide all particulars of the incident to his/her principal or any other administrator in charge of the building.
- 10.1.2 It shall be the responsibility of the teacher to assist and cooperate with the Board, Administration and other authorities in prosecuting any charges against such student in the appropriate court or administrative agency. In such case, the teacher may be represented by an attorney for the District and/or his/her own attorney. In addition, the teacher may elect to take independent action as a result of the assault in which case it shall be at the teacher's own expense with counsel of the teacher's choice.

10.2 Save Harmless Provision

- 10.2.1 The Board acknowledges Section 3023 of the Education Law which it agrees to save harmless and protect all teachers from financial loss arising out of any claim, demand, suit or judgment, by reason of alleged negligence or other act committed while the teacher was acting in the discharge of his/her duties within the scope of the teacher's employment and/or under the direction of the Board of Education resulting in accidental bodily injury to any person or accidental damage to the property of any person within or without the school building; it also acknowledges that the teachers are directed by Section 3023 of the Education Law to deliver the original copy of any summons, complaint, process, demand or pleading to the Board of Education within ten days of the time the above-mentioned are served on the teacher.

10.3 Fair Dismissal

- 10.3.1 Consistent with New York State Education Law, Section 3031, as amended (Appendix G), a probationary teacher whose services are not to be continued will be furnished with a written statement giving the reasons for dismissal, upon written request as provided in said statute.
- 10.3.2 Probationary teachers whose probationary period expires between the dates of August 31 through December 31 of any school year shall be notified no later than March 15 of the same calendar year if they are to be denied tenure. All other probationary teachers to be denied tenure shall be notified no later than six months prior to the expiration of their probationary appointment.
- 10.3.3 No tenured teacher shall be discharged, disciplined, reprimanded or reduced in rank or compensation without sufficient cause under the Education Law of the State of New York.

10.4 Reduction in Force

- 10.4.1 In the event of a reduction of force, the Board shall lay-off personnel in the order required by Education Law, Section 2510.
- 10.4.2 Should the Superintendent recommend a reduction in force to the Board for formal action, he shall advise the President of APSTA of his recommendation at the same time he sends notice of his recommendation to the Board.

10.5 In-Class Student Behavior

- 10.5.1 Subject to the requirements of law, in case of serious disruptive behavior, the teacher may request the principal to exclude the pupil from class pursuant to Section 3214 of the Education Law (Appendix H-Section 1), not to be readmitted until after the principal, the parents and teacher have conferred jointly in accordance with the provisions of an arbitration award dated November 17, 1989, a copy of which is attached as Appendix H – Section 2.
- 10.5.2 Teachers encountering in their classes pupils who exhibit special behavior problems which might impair instructional procedure or threaten the safety or welfare of the teacher or other pupils in their classes shall make the facts known to the principal at the earliest practical time so that proper referrals can be made for necessary psychological, social case work to the building Instructional Support Team (IST), or other similarly situated body. Such assistance shall be furnished as soon as practical.

10.6 Two-Way Communication System

- 10.6.1 All two-way communication systems within school buildings being utilized by the District shall be maintained in an operable condition.
- 10.6.2 When new two-way communication systems are being installed, the District agrees to install systems that allow teachers to speak confidentially with the office.

ARTICLE 11

EDUCATIONAL PLANNING AND DEVELOPMENT

11.1 Health and Safety

11.1.1 Safe and healthful conditions in school buildings, parking lots and exterior school premises shall be reasonably maintained. To this end, the district shall form a District Health and Safety committee to be composed of representatives from Central Administration and APSTA. Other parties of interest will be invited to be members of equal standing. This Health and Safety Committee shall:

11.1.1.1 Devise a "complaint report form" that all employees may use to communicate health and safety concerns or problems to their building level labor management committee. If the concern is not resolved by the building level labor management committee within 10 work days, then this concern shall be referred to the District Health and Safety Committee for further review and action. Once a complaint is referred to the District Health and Safety Committee, the President (or designee) of the originator's union shall be notified in writing. Reason for denial of action on any concern shall be given in writing at all levels of the process.

11.1.1.2 Meet at least six (6) times a year.

11.1.1.3 Examine and make recommendations concerning district "housekeeping" practices and procedures, including usage of all equipment and materials.

11.1.1.4 Make recommendations to the Superintendent for appropriate action regarding health and safety issues.

11.1.2 In no event shall the District be required to reach or maintain any standards in excess of those mandated by applicable state or federal statute or regulation. The burden of proving non-compliance with applicable state or federal statute or regulation shall be on the complainant.

11.1.3 The District shall identify annually the individual(s) responsible to investigate and resolve concerns and compliance with health and safety regulations.

11.2 Professional Development

11.2.1 The District shall establish a Professional Development Planning Committee which will include APSTA representatives and a Superintendent level administrator.

- 11.2.2 The Professional Development Planning Committee shall identify and coordinate professional development activities with the district. These activities will include plans for Superintendent's Conference Days, use of professional development hours, and guidelines for dissemination of information about conferences, attendance at conferences and distribution of conference reports.
- 11.2.3 Each teacher is responsible for participation in at least twenty (20) hours of professional development per year as designed by the Professional Development Committee in accordance with the criteria:
 - 11.2.3.1 Up to six (6) hours of individual professional development that meets the following criteria:
 - 11.2.3.1.1 The professional development shall be beyond the teacher's ordinary duties;
 - 11.2.3.1.2 The professional development shall expand, modify, or enhance the standard curriculum;
 - 11.2.3.1.3 The professional development shall be uncompensated beyond the teacher's expense; and
 - 11.2.3.1.4 The professional development is designed to enhance or improve student achievement.
 - 11.2.3.2 Up to fourteen (14) hours of district, building, or department professional development activities, developed or approved by the Professional Development Committee. Teachers must provide the District with proof of participation in required professional development activities beyond the six (6) hours set forth in 11.2.3.1.
 - 11.2.3.3 Teachers are encouraged to pursue additional hours of professional development. Teachers will be responsible for providing proof of participation all hours of professional development activities, including those exceeding the twenty (20) hour minimum. For professional development activities, completion and submission of a Professional Development Participation Form (Appendix "K") is required. Until altered by the Committee, Appendix "K" shall be submitted by the teachers to the Superintendent or his/her central office designee on or before June 15th of each school year.
- 11.2.4 In furtherance of the Professional Development Committee discussed above, the District and APSTA shall immediately work together to create a "Professional Development Team" in accordance with Section 100.2(dd) of the Commissioner's Regulations. The work of the team shall be in accordance with this regulation and shall have as its objective the submission to the Board of Education of a Professional

Development plan by the times set by the Board in accordance with this Regulation.

11.2.5 Effective November 1, 1999, teachers who are requested by the District to present professional development activities shall be compensated at the rate of \$50 per hour for actual time of presentation and at the same hourly rate for preparation at a ratio of 1 hour of pay for every 5 hours of presentation. Payment for preparation may be on a pro-rata basis; e.g., payment of one-half hour for a two and one-half hour presentation.

11.2.6 Effective December 15, 1999, teachers who have completed their annual requirement of twenty (20) hours of professional development and are thereafter required by the District to participate in additional professional development shall be paid for such participation at the rate of \$50 per hour. Payment shall not be required if the professional development is one which the District notifies employee(s) will be required in any given year in accordance with the time limits set forth below. Commencing in 2000-2001 and thereafter, the same procedure shall apply with the District's notification to teachers, individually or collectively, being October 15th of each school year.

11.2.7 **Professional Development**

11.2.7.1 A tenured teacher that participates as a mentor in the District mentoring program will have the 20 hours of professional development requirement waived. If the aforementioned teacher begins mentoring after October of the Academic year, a prorated amount of professional development will be required. For each month not mentoring, 2 hours of professional development will be required.

11.3 **Calendar**

11.3.1 The Superintendent or designee shall consult with a District-wide Joint Calendar Committee to discuss the distribution of days in the calendar and to formulate the new yearly twelve (12) month calendar. Consideration will be given to the local parochial and the three nearest BOCES calendars in an attempt to minimize family disruptions.

ARTICLE 12

TEACHER WORKING CONDITIONS

12.1 Elementary Preparation Periods

- 12.1.1 Each full-time teacher in grades pre-K through 6 shall be guaranteed 180 minutes of preparation time per week. Within this 180 minute time period, each teacher shall be provided at least one (1) thirty minute preparation period per day.
- 12.1.2 This shall be accomplished through assignment to library, physical education, art, music and foreign language as instruction is provided by specialists in these fields.
- 12.1.3 In such schools where teachers and administrators, with the approval of the Superintendent of Schools, mutually agree on the development of "team teaching" approaches, time for the above mentioned preparation periods may be arranged and scheduled by the school principal.
- 12.1.4 Sixth grade teachers assigned to an elementary (K-6) building shall be treated as elementary. Sixth grade teachers assigned to middle schools will be treated as secondary for purposes of working conditions.

12.2 Secondary Preparation Periods

- 12.2.1 All full-time secondary teachers at Livingston, Hackett, and Myers Middle Schools shall receive six (6) forty (40) minute preparation periods per week. In addition, such teachers shall receive four (4) forty (40) minute team planning periods per week to meet as teams. Such periods may be used for team planning, parent conferences and/or other professional activities. No non-instructional or administrative duties shall be assigned during team planning time.
- 12.2.2 At least five of the half days set aside at ALC for curriculum development shall be used for instructional planning and other student-related issues. Said half day will be placed on the new yearly calendar developed pursuant to Article 11.3.1. The teachers will have access to their classrooms on said half days.
- 12.2.3 All full-time secondary teachers at Albany High School shall receive a 45-minute preparation period per day which shall be used solely for the purpose of preparing for performance of teaching duties. Preparation periods shall not be used for any other purpose nor may any other duties be assigned to a teacher during a preparation period.

12.2.4 1. Secondary teachers will have at least one (1) preparation period each day equivalent to a regular class period during which they may not be assigned other duties.

2. Secondary teachers will not be assigned more than five (5) teaching periods per day, unless in accordance with paragraph "3" below.

3. In order to enhance educational opportunities for students, secondary teachers may be assigned a sixth teaching assignment subject to the following conditions. This provision includes both high schools and middle schools comprised of grades 6-7-8 (currently Hackett, Myers, and Livingston).

A. The total such assignments shall not exceed sixty (60) at the high school, ten (10) at Hackett Middle School, ten (10) at Myers Middle School, and ten (10) at Livingston. It is understood that any sixth grade teachers assigned to such middle schools are not eligible for any extra stipend which is offered to elementary teachers;

B. Any such sixth assignment will be in the teacher's tenure area;

C. The building will first post such openings for extra period assignments. Any posting of sixth period opportunities may continue to be done in an informal manner (e.g. via email) to those teachers who are eligible to take the assignment. Qualified volunteers will be assigned first (qualified meaning that the volunteer possesses the proper certification and is in the same tenure area as the opening). If there is more than one volunteer, then seniority shall govern unless the extra period opportunity is within a particular grade level team, in which case the District may assign a less senior volunteer from the same team. If there are no volunteers, then the District may assign a teacher to the sixth period. No teacher may be involuntarily assigned a sixth period two years in a row;

D. Effective July 1, 2007, teachers assigned a sixth period shall receive a stipend of \$5,500 per year. Effective July 1, 2008 and thereafter, teachers assigned a sixth period shall receive a stipend of \$6,000 per year. In the case of a half year assignment, this stipend shall be pro-rated;

E. Any teacher assigned a sixth period shall not be assigned to a supervisory duty;

F. Sixth periods may only be assigned to teachers not being mentored. The intent of this is to preclude first year teachers and any other teacher who may be in a teacher improvement plan from being assigned a sixth period. This restriction is subject to an exception in unusual situations (e.g. teacher with six periods leaves during the school

year and only a first year teacher is available to pick up a sixth period assignment or there is only one teacher in that particular subject area who can be assigned the sixth period);

G. The District shall provide to APSTA a list of those teachers assigned a sixth period under this provision by October 1st of each school year identifying which, if any, are involuntary;

H. K-8 schools (e.g. currently, North Albany Academy, or K-7 schools should the District adopt such a model, who have 6th, 7th, and/or 8th grade teachers are not subject to the limitations of this provision nor are such teachers entitled to a sixth period stipend. Such schools shall be treated as elementary schools for purposes of work day, assignments, payment of elementary stipend, and other related work conditions;

I. Abrookin Vo-Tech and career exploration programs are excluded from this provision. Teachers in such programs are subject to an assignment limit of six (6) class period assignments but are not entitled to the sixth period stipend. If these teachers have an assignment of six (6) teaching periods, they will not be assigned a supervisory duty; and

J. Teachers in alternative education programs may be assigned six class period assignments but are not eligible for the sixth period stipend. However, the District shall continue to make any assignments in such programs in accordance with the length of work day and preparation requirements of the contract.

4. The secondary work day may consist of alternative schedules (e.g., a student day consisting of preliminary period through 7th period in which teachers are assigned to either a work day of preliminary period through 6th period or 1st period through 7th period) so long as the requirements of Article 12.6 are satisfied.

12.2.5 Preparations

12.2.5.1 The Board of Education will make every effort to confine the number of daily preparations required of high school teachers to three per full teaching day.

12.2.5.2 Secondary teachers having more than three different daily preparations may request to be relieved of some or all of their supervisory duties. Where such a request is denied, reason(s) for the denial will be provided to the teacher.

12.3 Parental Conferences

12.3.1 The District and the Association recognize that teacher conferences with parent/guardian of school pupils are often useful and desirable. Such

conferences will not be required but will be conducted by the teacher when necessary or when requested by the parents or guardian. The conference shall be held at a time mutually convenient to the parent/guardian and the teacher.

12.4 Substitutes

12.4.1 A central registry has been established to obtain substitutes. An evaluation form will be developed and utilized for the purpose of maintaining high quality substitutes. Such forms will be filed with the central registration data bank.

12.4.2 Every attempt will be made to provide substitutes for all absent teachers including special area teachers and librarians.

12.4.3 The District agrees that teachers used at a time when per diem substitutes are otherwise unavailable will be paid, in addition to their regular salaries, a sum of \$125.00 for each unobtained substitute. This payment shall be governed by the following guidelines:

- (a) In those cases when students are split among more than one teacher, the sum of \$125 shall be equally split among the teachers involved;
- (b) In those cases when a secondary teacher covers a class period for an absent teacher, they shall receive \$25 per class covered;
- (c) In those cases when an elementary teacher is deprived of a contractually required preparation period as per Article 12.1 as a result of covering for an absent teacher, they shall receive \$12.50 per each thirty (30) minute period or \$15.60 for each forty (40) minute period, as appropriate, when they lose a contractually required preparation period;
- (d) In those cases involving an integrated or inclusion classroom situation (when a regular and special education teacher are both assigned to the same classroom) and one of those members is absent, the School District shall pay the sum of \$62.50 to the remaining teacher. In those cases where the support teacher (e.g., special education teacher) is split between classes, this sum shall be equitably split among the teachers involved;
- (e) In those cases when a non-classroom special area teacher such as a speech teacher, remediation teacher, librarian, etc. is relieved of their regular duties to cover for an absent teacher they shall receive payment in the amount of \$62.50 for the first three occasions in any given school year. Beginning on the fourth and subsequent occasions during the same school year, said members will receive \$125 in payment; and

- (f) In co-teaching assignments when one teacher covers a double class or additional students because of an absent teacher for whom no substitute is obtained, they shall receive payment of \$125. If the students are split as a result of the absent teacher, this sum shall be equitably split among the teachers involved.

12.4.4 The District agrees to establish lists in each school building of teachers who agree to volunteer for this additional duty and further agrees to use its best efforts to assign teachers from the volunteer lists. In the event volunteers cannot be found to cover otherwise uncovered classes, the District reserves its right to assign teachers as in the past.

12.4.5 At the elementary level the pro rata division of the daily rate for each uncovered class shall be determined by the number of teachers assigned or volunteering to substitute duty by equal division of compensation among teachers involved. On the secondary level each class period covered will be considered one-fifth (1/5) of the total day.

12.5 **Teacher Lunch Time**

12.5.1 Teachers shall have the duty-free 30 minute lunch period provided for in the New York State Education Law. Teachers may voluntarily waive, in writing, the duty-free lunch period.

12.6 **Teacher Workday**

12.6.1 In recognizing the professionalism of teachers, the District and APSTA agree that teachers must be present a sufficient amount of time to perform their professional responsibilities and duties. Professional responsibilities and duties include, but are not limited to, those listed in the current contract, particularly Article 7.

12.6.2 (a) Effective July 1, 2007, the work day for teachers at the middle or high school level shall be seven (7) hours. In addition, one hour per month shall be added to one day for professional development with the content of such time being determined by the building principal. Such monthly meetings shall include any faculty meetings required by the building principal. Teachers as part of any assignment structure shall only have one supervisory period assignment;

(b) Effective July 1, 2007, the work day for teachers at the elementary level shall not exceed six (6) hours, forty-five (45) minutes. Of this work day, there will be a base work day during which classroom instruction will occur of six (6) hours and thirty (30) minutes and an additional fifteen (15) minutes of time not devoted to classroom instruction. This 15 minutes shall be used by teachers for such professional activities as student supervision, providing extra help, communicating with parents, organizing their

classrooms, etc. This 15 minute time may be scheduled at the beginning or end of the day, in whole or in part, at the discretion of the building principal. In addition, three (3) meetings or professional development opportunities of one hour each shall be added to the work day each month (limited to no more than one per week) for professional development.

The content of one (1) of these meetings/opportunities shall be determined by the teachers and the content of two (2) of these meetings/opportunities shall be determined by the building principal. Such meetings shall include any faculty meetings required by the building principal. Elementary teachers shall be compensated for thirty (30) minutes per week at an hourly rate based on Step 10 of the basic salary schedule attached hereto as Appendix 'A' (this rate to be determined by dividing that annual salary by 1/200th and then by 6.5 hours to determine an hourly rate). Teachers who are not full time elementary teachers shall have such payment pro-rated. "Elementary" in this instance refers to teachers assigned to elementary schools which may consist of grades pre-k or kindergarten through sixth grade. It does not include any sixth grade teachers assigned to middle schools; and

(c) The day to be extended in the middle and high schools on a monthly basis and in the elementary schools on a weekly basis shall be consistent throughout the District. Such day shall be determined by the District Wide labor/management committee no later than June 1 in each year. In the event of no agreement, the day shall be Wednesday.

12.6.3 The Adult Learning Center will continue to have a school day as per each individual teacher's assigned schedule.

12.6.4 Working hours for all schools shall be on weekdays between the hours of 7:30 a.m. and 4:00 p.m. Instruction scheduled for hours or days other than as set forth herein shall be mutually agreed upon between the school administration and the individual teacher.

12.6.5 From time to time, teachers may be requested to remain on duty such reasonable time as may be required after the close of school for conferences with pupils, parents and administrators.

12.7 Class Size

12.7.1 APSTA and the District recognize the need for a positive educational/teaching environment for all students and teachers. The Board has established a policy regarding class size resulting in an equitable and realistic distribution of pupils within the schools and throughout the City. The District will assist the building administrators in effectively implementing the distribution.

12.7.2 Special education classes assigned to special areas (art, music, library and

physical education, etc.) will be scheduled at each building level through the joint efforts of the principal and affected teachers. Such special area teachers receiving integrated students shall be provided with assistance, as necessary.

12.7.3 If class size exceeds the desirable numbers established in Board Policy and an instructional aide is requested, the Superintendent will review and act upon such request.

12.7.4 During the months of May and June, elementary classroom teachers at each grade level will be involved in developing class lists for the coming year.

12.8 Traveling Teachers

12.8.1 The Assistant Superintendent for Instruction shall designate a primary supervisor for each traveling teacher.

12.8.2 The District recognizes the need for travel time that is supportive of each teacher's unique duties and responsibilities that will not hinder the quality of his/her job; and if situations arise, labor management may be consulted to find resolution.

12.8.3 Time for traveling between buildings shall be separate from lunch or preparation time.

12.8.4 The District may extend the work day for traveling teachers for up to one hour with any such extension being compensated at the teacher's hourly per diem.

12.9 Unit members assigned to both elementary and secondary schools (i.e., traveling teachers) for benefit purposes, will be assigned to the level where the member spends the majority of their teaching day and will have the above articles equitably applied to them.

12.10 Albany High School Scheduling

12.10.1 The School District expects to undertake a continuing review of scheduling at Albany High School in order to ascertain how it may be accomplished with greater efficiency and improved instructional purpose which it expects to conclude by June 30, 2008. The District shall consult with representatives of the Association and High School faculty concerning such review. While there are many factors in such scheduling one such factor is to work towards a goal of not having an individual core area subject faculty member assigned to more than three different classrooms on a daily basis while still understanding the constraints of the scheduling process.

12.11 **Waivers**

- 12.11.1 Waivers from the contract to implement changes in Article 12 (Teacher Working Conditions) or other changes as approved by the District Wide Labor Management Committee, will be supported by APSTA when there is at least a 75% approval of APSTA members at the building which will be impacted by the change. Any waiver must be considered by and recommended by the District Wide Labor Management Committee before being submitted to a vote at the building level and shall not constitute precedent. There shall be a written record on the form (see Appendix N) of any proposed waiver, recommendation, and building action. Waivers shall be effective for one year at a time, unless otherwise agreed.

ARTICLE 13

LEAVE

13.1 Statement of Philosophy

- 13.1.1 The purpose of leave is for use in cases of unavoidable absence such as personal illness, family illness, or other serious personal reasons. Such leave is not to be used for vacation purposes.
- 13.1.2 If the absence is for five or more consecutive school days, or any school day(s) immediately preceding and/or subsequent to a holiday or recess period, the teacher may be required to furnish documentation including, where appropriate, a certificate from an attending physician.

13.2 Provisions for Probationary/Permanently Appointed Teachers

- 13.2.1 Teachers on probation or on permanent appointment as of March 4, 1985, may be absent without deduction from salary for serious personal illness, family illness or other serious personal reasons not to exceed 25 school days in any one school year. Teachers shall have the right to accumulate up to 20 days of leave per year up to 200 leave days. Payment for such absences shall be authorized by the Superintendent of Schools.
- 13.2.2 Members of this bargaining unit employed subsequent to March 5, 1985, may be absent for personal illness, family illness or other serious personal reasons up to fifteen (15) days per year and shall have the right to accumulate up to 200 leave days.

13.3 Prorated leave for Part-time Employees

- 13.3.1 Members of this unit who are part-time employees of the District may be absent without deduction from salary for personal illness, family illness or other serious personal reasons and accrue leave units at the rate of fifteen (15) units per year.
- 13.3.2 Part-time employees have the right to accumulate up to 200 leave units. For purposes of this section "unit" means that portion of a work day worked by the part-time employee. Payment for such absence shall be authorized by the Superintendent of Schools.

13.4 Accumulated Leave

- 13.4.1 Teachers may be absent without deduction in salary for personal illness, family illness or other serious personal reasons beyond the 15 or 25 days provided in 13.2 and 13.3, if the teacher's accumulated leave supports the granting of the additional leave days.

13.4.2 If a teacher goes on leave and needs more than the 15 or 25 days in order to reach the total maximum number of leave days commensurate with the years of service, the teacher will be given 15 or 25 days as provided in 13.2 and/or 13.3 plus whatever days are needed to provide the earned maximum number of leave days.

13.4.3 All members of the bargaining unit may accumulate leave days up to a maximum number of 200.

13.5 **Statement of Accumulated Leave**

13.5.1 Each teacher shall receive by October 1, a written statement showing the number of days of leave used during the previous year and the total number of accumulated leave days credited to that teacher as of the last day of school of the previous year.

13.6 **Workers' Compensation**

13.6.1 Days required for absence due to injuries or accident arising out of or in the course of employment or in the case of assault on a teacher, in which the Board receives reimbursement through Workers' Compensation following a statutory waiting period, shall not be deducted from leave allowances.

13.6.2 Teachers absent as a result of injuries received due to assault or intervention in a fight or altercation will not be charged for up to one (1) leave day. Absences beyond one day require a physician's certificate. In the event such absences are required, the teacher will not be charged for absences during the seven (7) day statutory Workers' Compensation waiting period, pending an award determination by the State Workers' Compensation Board.

Teachers absent under this provision, following the statutory waiting period, shall first exhaust their own accrued sick leave to continue on payroll with the District. In the event a teacher is still absent under this provision and has exhausted his/her own accrued sick leave, then he/she shall be advanced sick leave from the Leave Bank under Article 13.10 to cover any additional absence and to remain on payroll.

The School District, upon receipt of reimbursement through Workers' Compensation, shall restore sick leave credits on a day for day basis first to the Leave Bank for any leave used from that bank and then to the teacher's own sick leave accruals for leave used. Teachers shall be eligible to utilize the Leave Bank under Article 13.10 pursuant to this provision whether or not they were a member of the Leave Bank and regardless of their personal number of leave accruals. The five days of unpaid leave required by Article 13.10.5 shall be the same as the statutory waiting period required by Article 13.7.1.

13.7 Leave for Maternity/Paternity/Adoption

13.7.1 Teachers who are disabled from performing their duties because of pregnancy or post-delivery problem relating to pregnancy shall receive the leave benefits provided herein on the same basis as teachers whose disabilities are related to physical or emotional conditions. The requirements of Section 13.1 of the Article shall apply to leave for maternity reasons.

13.7.2 Leaves of absence for care of family, whether immediately following a period of disability or otherwise, shall be governed by the provisions of Article 14.1 of this agreement.

13.7.3 A member, not otherwise eligible for leave under Article 13.8.1, who has a newborn or newly adopted child may use up to twenty (20) days of accumulated paid leave.

13.8 Retirement Deferred Compensation

13.8.1 A teacher may use up to 40% of unused accumulated leave as the basis for a retirement deferred compensation. The number of days for said deferred compensation shall not exceed 80.

13.8.2 To be eligible for the deferred compensation, a teacher must fulfill the following conditions:

13.8.2.1 Is eligible for service retirement and who meets the necessary requirements for such retirement as defined by the New York State Retirement System.

13.8.2.2 Any unit member hired prior to February 27, 1979 must have served in the Albany Public School System for a period of not less than ten (10) years. Any unit member hired subsequent to February 27, 1979 must have served in the Albany Public School System for a period of not less than fifteen (15) years.

13.8.2.3 Does not retire between the dates of September 1 and June 30 inclusive.

13.8.2.4 By January 15th, prior to the date of retirement, notifies the Board of his/her intention to retire and his/her election to take the deferred compensation and further, executes and files an application for retirement.

13.8.2.5 In the event New York State enacts an early retirement incentive which is mandatory for school district employees in any year prior to June 15th, a member may elect the deferred compensation provided in this article by filing a letter of retirement with the District no later than June 15th

setting forth his/her intent to retire in accordance with the other conditions of this provision. Any letter submitted pursuant to this provision, either prior to January 15th or June 15th, must be clear and without any conditions expressed in order to be eligible for the deferred compensation provided in this provision. Any letter submitted which contains conditions or other limitations will be returned and deemed ineffective to elect the retirement deferred compensation under this provision.

13.9 Leave Bank

- 13.9.1 A leave bank shall be established to provide additional leave for those members who have a prolonged, catastrophic or long-term illness, injury or disability and who have exhausted their leave.
- 13.9.2 Membership in the bank shall be voluntary and will be indicated by signing a form provided by APSTA prior to November 1 of each year. APSTA will provide the District with a membership list. Membership will be open to tenured teachers who have 20 days accumulated leave prior to the year in which they join.
- 13.9.3 Administration of the bank will be by a joint committee comprised of 3 members selected by the APSTA President and 2 members selected by the Superintendent. Decisions will be by a 4/5 vote and shall be non-grievable. This committee may develop further rules required for the administration of the bank.
- 13.9.4 Contributions will consist of one day per member per year. The bank of available days is not to exceed two times the number of persons in the bargaining unit except when necessary to allow for new members. If the bank falls below 100 days, members may be assessed an additional day.
- 13.9.5 Withdrawals may be made when a member has exhausted all accumulated leave and taken 5 days of unpaid leave. With the exception of the 1991-92 school year, in order to make withdrawals the teacher must have been a member of the bank the previous school year. The member must provide medical documentation to support the illness or injury. The number of leave bank days that a member may withdraw cannot exceed the number of accumulated leave days that the member had available at the beginning of the school year in which the days are withdrawn. In any case, the maximum number of days that may be withdrawn is 90. After a member has withdrawn all the leave bank days to which he/she is entitled, the member may reapply for extra days contingent upon the member applying for disability retirement under either any public retirement system or social security.

- 13.9.6 When the member is able to return to work, the member shall be assessed 3 days each September 1st until the borrowed days are repaid.

ARTICLE 14

OTHER LEAVES

14.1 Leaves of Absence

14.1.1 Upon written request from a tenured teacher which shall contain the requested start date and return date, the Superintendent shall recommend that the Board of Education grant such teacher a leave of absence without salary up to two years, with said leave scheduled such that the teacher returns at the beginning of a marking period for any of the following reasons:

14.1.1.1 Care of family

14.1.1.2 Full time graduate study

14.1.1.3 Participation in officially sponsored teacher programs

14.1.2 Prior to March 1st of the leave year, such teacher shall file written notice of his/her intent to return to the District beginning September 1st of the following school year. Such teachers will be assigned to their previously held positions whenever possible.

14.1.3 Consecutive leaves may be requested. A teacher may request to return early from an approved leave. The granting of consecutive leaves and early returns is at the discretion of the District.

14.2 Leaves Without Salary Deduction

14.2.1 Teachers on probationary or on permanent appointment may be absent without deduction from salary for the following leaves:

14.2.1.1 Bereavement Leave – absence of a teacher because of the death of a parent, grandparent, guardian, spouse, brother, sister, child, in-law, grandchild, step-child, step-parent, and step-sibling, or other member of the family who resides in the household (to include domestic partners) not to exceed five (5) days within an eight (8) calendar day period commencing on the date immediately following the death for each death.

14.2.1.2 Professional Leave – to visit schools when permitted by the Superintendent of Schools not to exceed a total of two days in any one school year; to attend meetings, workshops or conferences directly related to education when permitted by the Superintendent; to attend meetings, conferences, hearings or to appear as a party or a witness at the request of or as a representative of the District or APSTA not to include the days in Article 4.5.

14.3 **Other Leaves**

- 14.3.1 Cases of absence not provided for in this contract shall be presented to the Superintendent for decision.

ARTICLE 15

INSURANCE AND ANNUITY

15.1 Health Insurance

15.1.1 Health Insurance for Active Members

15.1.1.1 Effective July 1, 2004, all members who elect to receive health insurance shall contribute three percent (3%) of the cost of the premium for the type of plan selected (i.e., individual or family). Effective July 1, 2008, all members who elect to receive health insurance shall contribute eight percent (8%) of the cost of the premium. Effective July 1, 2009, the member contribution will increase to ten percent (10%) of the cost of premium. Effective July 1, 2010, the member contribution will increase to fifteen percent (15%) of the cost of premium.

15.1.1.2 Employee contributions towards premiums to be paid by payroll deductions. Consistent with any plan requirements, said contributions may be made through the District's IRS Section 125 plan. Upon retirement, employees shall revert to having the District provide health insurance with the District paying 100% of the premium.

15.1.1.3 APSTA and the District will implement a managed care prescription program with the purpose of containing cost and maintaining quality during the life of the contract.

15.1.1.4 Effective July 1, 2000, the District implemented and has since provided to APSTA members the Empire Deluxe PPO plan selected by APSTA pursuant to the provisions of Article 15.1.4 of the 1997-2002 Collective Bargaining Agreement (hereinafter "Plan" or "Health Insurance Plan").

15.1.1.5 Such plan(s) shall continue and may only be replaced by the District with a plan which is equal to or better than such plan(s). A determination of "equal to or better than" shall be based on a collective review of the entire benefit package, not simply a line by line comparison of benefits. The District shall not make any change in health insurance plan without first notifying and consulting with APSTA. The parties agree that any disagreement over the District's exercise of this right to change plan(s) shall, in lieu of proceeding under Article 16, be submitted to expedited arbitration, in accordance with Article 15.1.11 below. Any Demand to Arbitrate this issue must be filed by the grieving party within thirty (30) days of notice of change and any hearing scheduled within thirty (30) days of the demand being filed.

- 15.1.1.6 Effective July 1, 2003, the health insurance buyout program shall no longer be available to members of the unit who are married to other employees of the District and such members shall not be entitled to double coverage (e.g., married employees may have one family plan or two individual plans but not two family plans.
- 15.1.1.7 Effective July 1, 2003, or as soon thereafter as the plan can be self-insured and implemented, teachers shall have the option of choosing CDPHP. This is subject to the same premium contribution discussed above in Article 15.1.1.
- 15.1.1.8 The District and APSTA shall form a joint committee to examine health insurance costs and issues. Such committee may also include representatives from other bargaining units. The precise composition and charge of the committee to be established in accordance with Article 5.5 of the Agreement. The purpose of such committee is to make recommendations to the District concerning any changes in health insurance (plan benefits, administrative fees, etc.) that would result in additional savings in this area and/or the better delivery of health insurance benefits to teachers. The committee will also act as a resource for the District and Association concerning such tasks as retaining health insurance consultants, with the District retaining the final decision on such issues, subject to any collective bargaining provisions. It is understood that while the committee is a resource and shall be consulted on such issues as may come before it, the District retains the final decision on such issues subject to any collective bargaining provisions.
- 15.1.1.9 The District shall share with Association representatives appointed to the above committee reasonable information related to health insurance options, cost, usage, rate setting, etc., except any specific personal information related to individual employees or which is otherwise protected by law. Depending on the type of information or data, it shall be reasonably shared on a timely basis with the Association representatives (e.g. quarterly). Rate setting information shall be provided to the APSTA Committee Chairperson(s) at the same time and format as the District receives it from its health insurance providers, third party, administrator, or consultant, as appropriate. If such rate setting information is not timely received, then the premium of unit members shall not be increased until such time as the rate setting information is provided to the Association. The purpose of providing the rate setting information to the Association representatives is to permit it the reasonable opportunity to review and be informed of the rate setting process and determination. It is understood by the parties that the precise details of such rate setting information varies by provider. For example, an HMO or other carrier provided plan may not provide significant detail whereas the District is normally in possession of more detailed information concerning its self-administered plans.

The District commits to sharing with the Association representatives the same level of information it receives concerning rate setting, subject only to any information which may be protected by law.

- 15.1.1.10 In the event of disagreement over either the District's or APSTA's compliance with the above contract terms in Article 15.1, such dispute shall, in lieu of proceeding under Article 16, be submitted to expedited arbitration. The parties agree to select, based on availability, an arbitrator in the following order: Dennis Campagna, Howard Edelman, Thomas Hines or Eric Lawson. The determination of the Arbitrator shall be final and binding and the expenses of the arbitration shall be borne equally.

15.1.2 Health Insurance for Retirees

- 15.1.2.1 Upon retirement, unit members and their dependents shall revert to having the District provide health insurance with the District paying 100% of the premium. To be eligible for health insurance upon retirement from the District, a unit member must have been employed by the District for a minimum period of ten (10) consecutive years without a break in service. Leaves are not considered a break in service. Periods of unpaid leave (e.g. child care leaves) are not breaks in service but shall not count towards completing the required minimum of ten (10) years.
- 15.1.2.2 The District shall no longer be required to pay Medicare reimbursement to retirees who retired on or after September 1, 1991. Medicare reimbursement for retirees who retired prior to September 1, 1991 will remain at the 1993-94 amount. Health insurance benefits for those retirees who retired prior to September 1, 1991, shall be the equivalent of those in place and effect on July 1, 1991, except as noted herein. Health insurance benefits for those retirees who retired on or after September 1, 1991, shall be those available to teachers at the time of their retirement, except as noted herein or unless a change is made unilaterally by the provider.
- 15.1.2.3 Any teacher who retires on or after November 3, 1999 shall not be able to select the District's former Empire BC/BS Matrix plan for health insurance in retirement. They shall be afforded the plan in which they participate at the time of their retirement.
- 15.1.2.4 The District agrees that to the extent existing retirees are impacted by the change from the previous Empire BC/BS Matrix plan to the new plan on July 1, 2000, it shall reasonably endeavor to hold them harmless from any such change. (For example, if a new plan has a deductible which does not currently exist, it shall self-insure such deductible and pay it to the retiree upon a reasonable notice and verification process). By making this

agreement, the District is in no way intending to diminish its existing right to change retiree benefits now or in the future to the extent such right currently exists.

15.2 Other Insurance

15.2.1 The District will offer Dental and Optical Insurance through an IRS Section 125 Regulation "cafeteria" plan at 100% payable by the teacher.

15.2.2 The District will offer insurance options for teachers on a need basis through NYSUT Benefit Trust cafeteria plan at 100% payable by the teacher.

15.3 Tax Sheltered Annuity

15.3.1 The Board will continue its tax sheltered annuity program.

15.3.2 The District will pay out all lump sum payments at retirement into a unit member's 403(b) plan. (See appendix)

15.4 Employee Assistance Program

15.4.1 The district will provide an Employee Assistance Plan for teachers.

15.4.2 Prior to taking disciplinary action, the Superintendent may refer a teacher for EAP assistance. Participation information may be given to the District provided standards of confidentiality are met upon receipt of a signed authorization from the teacher.

ARTICLE 16

GRIEVANCE PROCEDURE

16.1 Grievance Processing

- 16.1.1 The preparation and processing of grievances under the various steps of the procedure, including the space needed, shall be conducted during the hours of employment insofar as practicable. All reasonable effort will be made to avoid interruption of classroom activity and involvement of students in any phase of the grievance procedure.

16.2 Definitions

- 16.2.1 A Grievance shall be defined as a dispute or controversy between either a teacher covered by this Agreement and the District or between APSTA and the District arising out of the application or interpretation of this Agreement or as defined by Section 682, Subdivision 4 of Article 16 of the General Municipal Law.

16.2.2 Teacher

- 16.2.2.1 A teacher, group of teachers or the Association who are affected by a grievance.

16.2.3 Party of Interest

- 16.2.3.1 The person or persons making the claim, and any person who might be required to take action or against whom action might be taken in order to resolve the problem.

16.3 Purpose

- 16.3.1 The primary purpose of the procedure set forth in this section is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration.

16.4 Policy

- 16.4.1 A teacher shall have the right to be represented at any stage of the procedures by a person or persons of his/her own choice. All hearings shall be confidential. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such

case. Teachers are guaranteed the right to present grievances free from any interference, coercion, restraint, discrimination or reprisal.

16.4.2 The aggrieved party(ies) shall not be prevented from using the grievance procedure by submitting any dispute for resolution to the building level labor/management committee.

16.4.3 Grievances must be brought within one (1) calendar year of the time when the grievant knew, or should have known, of the alleged violation upon which the grievance is based. It is understood that should timeliness of a grievance be an issue, the grievance may proceed through the process with the timeliness issue being decided by the appropriate hearing officer.

16.5 **Procedure**

16.5.1 **Informal Stage**

16.5.1.1 If the aggrieved party is a teacher, the aggrieved party shall present orally his/her grievance to the appropriate administrator who shall informally discuss the grievance with the aggrieved party. If the aggrieved party is the District, the aggrieved party shall present orally their grievance to the Labor Management Committee where the grievance shall be discussed informally.

16.5.1.2 The appropriate party of interest shall render his/her determination to the aggrieved party within five (5) school days after the grievance has been presented.

16.5.2 **Determination Hearing**

16.5.2.1 Within five (5) school days after a determination has been rendered in the preceding stage, any aggrieved party may present a written request to:

16.5.2.1.1 The Superintendent or his/her representative for review and determination, with copies to all Board members if the aggrieved is a teacher.

16.5.2.1.2 The APSTA President for review and determination, with copies to all APSTA Executive Committee members if the aggrieved is the District.

16.5.2.2 Included in this written statement shall be the nature of the grievance, settlement desired and the previous determination.

- 16.5.2.3 A determination shall be rendered within ten (10) school days after receipt of the written statements pursuant to Article 16.5.2.2. Copies of the determination and the reasons therefor shall be forwarded to all parties of interest and/or Board members.
- 16.5.2.4 Within five (5) school days after receipt of the written statements pursuant to Article 16.5.2.2, any party of interest may request a hearing before the determination. If such a request is received, a hearing shall be scheduled within ten (10) school days after receipt of the written statement referenced above. If such a hearing is held, either members of the Board of Education or APSTA Executive Committee, as the case may be, may attend same. A determination shall be rendered within five (5) school days of the date of the hearing.
- 16.5.2.5 Within five (5) school days after the determination has been rendered, any aggrieved party may present a written request using the other determination option listed in Article 16.5.2.1 subject to the limits stated.
- 16.6 **Arbitration**
- 16.6.1 If the aggrieved party is not satisfied with a determination from Article 16.5.2, the aggrieved may request arbitration within thirty (30) days. The aggrieved may request binding arbitration as to disputes involving contract application or interpretation thereof and advisory arbitration as to the grievable issues defined in Article 16 of the General Municipal Law.
- 16.6.1.1 The District and APSTA will choose an arbitration from the following panel of who shall serve in rotating order: Dennis Campagna, Howard Edelman, Thomas Hines and Eric Lawson. Changes to the panel shall be made by mutual written agreement of the parties. Arbitrations shall be governed by the Voluntary Arbitration Rules of the American Arbitration Association.
- 16.6.1.2 If an arbitration wheel and/or panel of arbitrators is not established, the District and APSTA will submit to arbitration under the Voluntary Arbitration Rules of the American Arbitration Association.
- 16.6.2 The cost of the services of the arbitration, including expenses, if any, will be borne equally by the Board of Education and the aggrieved. The aggrieved retains the right to pursue the grievance through the Commissioner of Education and the courts in keeping with the statutes and regulations pertaining therein.

16.7 Time Limits

- 16.7.1 If, for any reason, determinations are not rendered or hearings are not held within the time limits of any stage, the aggrieved may proceed directly to the next stage. The specification of time, limits in this article in terms of “school days” shall not delay processing grievances during summer or other recesses.

16.8 Association Participation

- 16.8.1 Association representation shall be as authorized by relative statutes.

ARTICLE 17

COMPENSATION

17.1 Basic Salary Schedule for the 2006-2011 School Years

17.1.1 Compensation for members of this bargaining unit for the 2006-2011 school years shall be in accordance with Appendix A.

17.2 Single Column Salary Schedule

17.2.1 There shall be a single salary schedule reflective of employees with a Master's Degree as attached hereto as Appendix "A". Those employees previously paid on what were known as Columns I, II, IV, V, VI and VII in the 1994-97 agreement shall be compensated by using the base salary column and making the following adjustments:

Previous Column	Definition	Adjustment from Base Column
I	BA Degree or less	Minus \$2,000
II	BA + 30 Semester Hours of Approved Credit	Minus \$500
III	MA or BA + 30 Semester Hours of Approved Credit Hours at the Graduate Level	No Adjustment
IV	BA + 60 Semester Hours of Approved Credit	Add \$1,000
V	MA + 15 Semester Hours of Approved Credit	Add \$1,000
VI	MA + 30 Semester Hours of Approved Credit	Add \$1,800
VII	MA + 60 Semester Hours of Approved Credit	Add \$4,000

17.6.2 Any employee hired on or after September 1, 1996 may only be placed on the attached base salary schedule or with the BA Degree (Column I) deduction, as appropriate, and is not eligible for any of the remaining additions or deductions set forth above.

17.6.3 It is further understood that the District has discretion in placement of new employees on any level it determines to be appropriate.

17.7 Compensation and Vacation Time for Adult Learning Center Employees

17.7.1 ALC Salary Schedule

Year	2006-07	2007-08	2008-09	2009-2010	2010-2011
1 st	\$ 31.97	\$ 33.17	\$ 34.48	\$ 35.84	\$ 36.92
2 nd	\$ 33.27	\$ 34.52	\$ 35.88	\$ 37.30	\$ 38.42
3 rd	\$ 33.60	\$ 34.86	\$ 36.24	\$ 37.67	\$ 38.80
4 th	\$ 43.14	\$ 44.75	\$ 46.52	\$ 48.36	\$ 49.81
5 th -18 th	\$ 45.68	\$ 47.39	\$ 49.27	\$ 51.21	\$ 52.75
19 th plus	\$ 47.80	\$ 49.59	\$ 51.55	\$ 53.59	\$ 55.20

17.7.2 ALC Vacation

17.7.2.1 All ALC teachers will receive three (3) weeks paid vacation, which will coincide with the Christmas, winter and spring breaks as designated on the school calendar.

17.7.2.2 In addition to the vacation days provided in 17.7.2.1, all full-time ALC teachers will be provided fifteen (15) additional days of paid vacation during the year provided these days do not cause the ALC program any reduction in revenues or increase in costs.

17.7.3 All increases in compensation, program cost and other benefits will be funded exclusively from funding sources other than the District's general fund.

17.8 Compensation for School Nurses

17.8.1	Level	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011
	1	\$ 33,069	\$ 34,309	\$ 35,664	\$ 37,073	\$ 38,185
	2	\$ 34,284	\$ 35,569	\$ 36,974	\$ 38,435	\$ 39,588
	3	\$ 35,771	\$ 37,112	\$ 38,578	\$ 40,102	\$ 41,305
	4	\$ 37,302	\$ 38,701	\$ 40,230	\$ 41,819	\$ 43,074
	5	\$ 38,833	\$ 40,289	\$ 41,881	\$ 43,535	\$ 44,841
	6	\$ 40,412	\$ 41,928	\$ 43,584	\$ 45,305	\$ 46,664
	7	\$ 41,671	\$ 43,233	\$ 44,941	\$ 46,716	\$ 48,118
	8	\$ 42,981	\$ 44,593	\$ 46,354	\$ 48,195	\$ 49,631
	9	\$ 44,297	\$ 45,958	\$ 47,774	\$ 49,661	\$ 51,151
	10	\$ 45,898	\$ 47,619	\$ 49,500	\$ 51,455	\$ 52,999

17.8.2 Nurses shall be placed on the schedule based on years of service in the District as a nurse, to a maximum of Level 10.

17.9 Coaching Salary Schedule

- 17.9.1 Teachers shall be paid for coaching athletics, academic coach and debate in accordance with the salary schedules contained in Appendix B of this agreement.

17.10 Athletic Supervisory Salary Schedule

- 17.10.1 Teachers performing supervisory or other duties at athletic events shall be paid in accordance with the salary schedule contained in Appendix C of this Agreement.

17.11 Individual Education Programs

- 17.11.1 Effective July 1, 2007, all teachers assigned to the Department of Special Education who are required to prepare individual education programs for special education students, shall receive a payment of \$600 in addition to their regular salary. It is agreed and understood between the parties hereto that a total additional payment of \$600 shall be made to such teachers. Effective July 1, 2010, the payment will be increased to \$800.

17.12 Additional Credit Hours

- 17.12.1 All credits applicable for salary differential in Columns II and IV must be college credits which were or are acceptable as partial requirements for either a graduate or an undergraduate degree. Requirements for differentials provided in Columns V, VI and VII remain unchanged.
- 17.12.2 The Board of Education will pay \$25 per semester hour of approved college credit beyond that required for the Baccalaureate Degree up to a total of 90 semester hours.
- 17.12.3 The credit hours must be presented to the Board of Education on or before December 1 or April 1 of each given year in blocks of three semester hours. Determination of eligibility for the additional compensation will be made as of September 1 and/or February 1 of each year, and salaries will be increased as of those dates.
- 17.12.4 The procedures as outlined in the above sections will also apply to the semester hours earned subsequent to the award of the MA degree up to a total of 60 semester hours.
- 17.12.5 Effective September 1, 1996 credit hours attained on or after this date will not be eligible for salary differentials. A joint committee will be formed to review applications and approve courses. Teachers will receive 100% reimbursement for tuition provided graduate courses are from an accredited institution, courses outside of their certification area are approved by the joint committee, and the amount of reimbursement does

not exceed the average course cost as determined by the joint committee. Teachers would not lose hours credited to salary differentials prior to September 1, 1996. The guidelines governing tuition reimbursement and the form for requesting tuition reimbursement are attached hereto as Appendix "L".

17.13 Summer School Compensation

- 17.13.1 Summer school teachers belonging to this unit shall be compensated at the following rates per day during the summer school session.

\$ 72.00	2006-07
\$ 74.75	2007-08
\$ 77.75	2008-09
\$ 80.75	2009-10
\$ 83.25	2010-11

- 17.13.2 Summer school teachers belonging to this unit shall be compensated at the following rates per hour:

\$ 32.50	2006-07
\$ 33.75	2007-08
\$ 35.00	2008-09
\$ 36.50	2009-10
\$ 37.50	2010-11

17.14 Compensation Beyond 180 Days

- 17.14.1 Teachers shall receive an amount equal to 1/200 of their regular salary for each full day required to work beyond the 180-day school year as defined by the school calendar.

17.15 Mileage Reimbursement/Stipend

- 17.15.1 All teachers required to provide their own transportation between school district buildings on school days as a condition of their employment shall receive a stipend as follows: \$200 per year for up to 3 miles per day and \$350 per year for 3.1 – 6 miles per day. Payment shall be at the end of the first and second semesters. Those teachers traveling over 6 miles per day shall be reimbursed for their expenses at the current IRS reimbursement rate. Payment shall be made by the District following the submission of the mileage reimbursement form. Actual mileage between district buildings shall be measured by the district and be based on the most direct route of travel available.

17.16 Club Advisors

- 17.16.1 The Board of Education and the Albany Public School Teachers' Association mutually recognize that a comprehensive extracurricular activities program is an essential component of good education. While the number and variety of school clubs and organizations may vary from year to year depending on both teacher and student interest, a list which exemplifies the kinds of extracurricular activities that have been operative at the Albany High School in recent years is contained in Appendix D of this Agreement along with the compensation that shall be paid.

17.17 Department Chairs/Building Curriculum Leaders/Social Workers/Curriculum Work/Alternative Education

- 17.17.1 Department Chairs shall be removed as duties and compensation as duties and compensation from this unit effective July 1, 2000. It is understood that those members currently acting as Department Chairs may be returned to full time instructional duties in accordance with the staffing needs of the District and in compliance with any applicable law and this Agreement. The work previously performed by Department Chairs will be thereafter performed by individuals who are not members of the Association. The Association waives any claim it may have that such work is "unit work" which may not be assigned employees who are members of the Association.
- 17.17.2 Building Curriculum Leaders shall be incorporated into the Agreement at their current compensation as reflected in Appendix "M". It is understood that teachers holding such positions shall not evaluate other teachers. Building Curriculum Leaders shall not engage in administrative decisions such as deciding room assignments, determining scheduling, determining subject assignments, or such similar items.
- 17.17.3 The District and the Association agree to review the case and/or work load assignments of social workers to examine its distribution. The District will take any steps it determines appropriate to reach an equitable distribution of case and/or work load with the understanding that hiring additional staff is not required, unless the District so determines.

- 17.17.4 Teachers who perform curriculum work requested by the District shall be compensated at the following rates per hour:

\$ 32.50	2006-2007
\$ 33.75	2007-2008
\$ 35.00	2008-2009
\$ 36.50	2009-2010
\$ 37.50	2010-2011

- 17.17.5 Teachers who perform alternative education programs at the request of the District and outside of their regular work day, shall be compensated at the following rates hour:

\$ 35.00	2006-2007
\$ 36.25	2007-2008
\$ 37.75	2008-2009
\$ 39.25	2009-2010
\$ 40.50	2010-2011

- 17.17.6 Teachers who perform regular duties as a member of a Building Instructional Support Team which meets outside of the normal school day shall be paid an annual stipend of \$775. Building Principals shall designate such "regular members" in accordance with direction from the Superintendent or his/her designee. No teacher member shall be entitled to more than one full stipend as a result of this provision.

17.18 **80% Rule**

- 17.18.1 Any teacher who has not worked for 80% of the school year due to taking an unpaid leave and/or being hired after November 1 shall not advance a level on the salary schedule.

17.19 **Tuition Waiver**

- 17.19.1 Teachers who reside outside the Albany City School District may enroll their children in the Albany System tuition free.

17.20 **National Board Certification Stipend**

1. Upon satisfying the conditions set forth herein, a teacher achieving National Board Certification shall be paid an additional \$3,000 per year for so long as such certification is maintained and the conditions of this provision are satisfied.

2. In order for a teacher to initiate the additional stipend payment to his/her salary, he/she must notify the Superintendent of Schools, in writing, on or before March 15th of the prior school year that he/she has achieved National Certification and shall submit proof of certification. Thereafter, the stipend shall continue for so long as the teacher possesses the certification.

3. The teacher must notify the Superintendent of Schools, in writing, if, for any reason, he/she no longer possesses National Certification.

4. In exchange for receiving the stipend, the teacher shall provide additional services to the District consistent with the certification which, by consensus, are acceptable to the Superintendent, teacher, and Association. Such services may consist of such things as mentoring and annual National Certification Awareness training.”

17.21 **Music Stipends**

1. Stipends will be paid for the following positions and compensate for all events correlating to the positions: Marching Band Director, \$4715; Assistant Marching Band Director, \$3772; and Color Guard Director, \$3772.

2. Those music teachers (Pre-K – 12) that are not receiving the above stipends will be eligible to receive the curriculum development rate if an event is less than three (3) hours. If the event runs beyond three (3) hours, then the teacher will receive \$125.00.

3. All requests to attend compensation eligible events must receive prior approval from the Music Supervisor.

4. Eligible events include, but are not limited to, IBO tutoring (before or after school); festivals outside of the District (e.g., area all-state competitions); weekend and evening events coordinated by outside groups such as Booster Club, City Hall, School Boards Association, and District-sponsored events on recess/holiday or weekend duties. Generally, events that are intended to be fund raisers will not qualify for hourly or daily payments.

5. Hiring for the three (3) stipend positions will be performed in accordance with the hiring protocol established for all other stipend and coaching positions.

ARTICLE 18

PROVISIONS OF TAYLOR LAW

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREOF, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 19

DURATION

The provisions of this agreement become effective July 1, 2006 and shall remain in full force and effect until June 30, 2011.

This 2006-2011 Agreement supercedes the 2003-2006 Agreement, as amended by the Memorandum of Agreement dated May 31, 2007.

Any articles, sections or portions of the 2003-2006 Agreement not addressed by the May 31, 2007 Memorandum of Agreement shall continue.

APPENDIX A

ALBANY PUBLIC SCHOOL TEACHERS' ASSOCIATION SALARY SCHEDULE

LEVEL	2006-07	2007-08	2008-09	2009-10	2010-11
1	43,396	45,023	46,802	48,650	50,110
2	44,915	46,600	48,440	50,354	51,864
3	46,773	48,527	50,444	52,437	54,010
4	48,689	50,515	52,510	54,584	56,222
5	50,601	52,498	54,572	56,728	58,429
6	52,574	54,546	56,700	58,940	60,708
7	54,149	56,180	58,399	60,706	62,527
8	55,786	57,878	60,164	62,540	64,417
9	57,431	59,584	61,938	64,385	66,316
10	59,432	61,661	64,096	66,628	68,627
11	61,502	63,809	66,329	68,949	71,018
12	63,645	66,031	68,640	71,351	73,491
13	66,148	68,628	71,339	74,157	76,382
14	69,592	72,202	75,054	78,018	80,359
15	74,278	77,064	80,108	83,272	85,770
16	74,278	77,064	80,108	83,272	85,770
17	74,278	77,064	80,108	83,272	85,770
18	74,278	77,064	80,108	83,272	85,770
19	80,106	83,110	86,393	89,806	92,500
20	80,106	83,110	86,393	89,806	92,500
21	80,106	83,110	86,393	89,806	92,500
22	80,106	83,110	86,393	89,806	92,500
23	80,106	83,110	86,393	89,806	92,500
24	80,106	83,110	86,393	89,806	92,500
25	80,106	83,110	86,393	89,806	92,500
26	83,467	86,597	90,018	93,573	96,381
27	83,467	86,597	90,018	93,573	96,381
28	83,467	86,597	90,018	93,573	96,381
29	83,467	86,597	90,018	93,573	96,381
30	85,391	88,593	92,093	95,730	98,602

The Level 19 increment is earned by completion of 18 actual years teaching service in the Albany Schools or by completion of four years on level 15.

The Level 26 increment is earned by completion of 25 actual years teaching service in the Albany Schools or by completion of seven years on level 19.

The Level 30 increment is earned by completion of 29 actual years teaching service in the Albany Schools or by completion of four years on level 26.

APPENDIX B

INTERSCHOLASTIC ATHLETICS COMPENSATION

The classifications for interscholastic athletic activities are based on the following criteria:

1. Length of coaching season
2. Number of athletes for which the coach is responsible
3. Degree of safety in the sport
4. Number of subordinate coaches
5. Equipment maintenance
6. Number of interscholastic competitions
7. Level of competition
8. Number of teams for which the coach is responsible
9. Post season responsibility
10. Length of practice session
11. Responsibility of coach in management of athletic activity
12. Schedule responsibility of coach

The five step salary schedule is established to provide incentive for coaches. This salary schedule is established with the clear understanding that movement from step-to-step on the schedule represents experience within the field for a specific sport coached in the Albany City School District.

An additional incentive of \$100.00 per year for each additional year coached in the field in the Albany City School District above and beyond the ten years will be paid above Step 5 of the Coaches' Salary Schedule up to a maximum of \$1,000.

COACHES SELECTION

The Superintendent of Schools agrees to make appointments to interscholastic coaching positions in the following order of priority:

1. From physical education teaching staff who are members of the teachers' bargaining unit
2. From other qualified members of the teachers' bargaining unit
3. From other qualified persons other than members of the teachers' bargaining unit

Those coaches who filled a coaching position in the 1990-91 school year, who are not members of the teachers' bargaining unit, may be reappointed to coaching positions provided such reappointments are continuous and uninterrupted except for health reasons.

In the event the individual appointed is not in accordance with the priority list, those individuals who have applied for the same position who are higher on the priority list shall, upon request, be entitled to receive a letter stating specific reasons for non-selection.

COACHES SALARY SCHEDULE
2010-2011 (3.00% incr over 2009-2010)

		Step 1	Step 2	Step 3	Step 4	Step 5
Academic Coach		\$5,248	\$5,373	\$5,498	\$5,623	\$5,748
Debate	Head Coach	7,123	7,248	7,373	7,498	7,622
	Assistant Coach	5,798	5,923	6,048	6,173	6,298
Cross Country	Varsity	3,062	3,186	3,311	3,436	3,561
	Modified	2,562	2,687	2,812	2,936	3,062
Football	Varsity	4,374	4,499	4,623	4,748	4,874
	Varsity Assistant & JV	3,436	3,561	3,686	3,811	3,936
	JV Assistant & Modified	2,936	3,062	3,186	3,311	3,436
	Modified Assistant	2,374	2,499	2,625	2,781	2,936
Golf	Varsity	2,374	2,499	2,625	2,781	2,936
Football Cheerleading	Varsity	2,625	2,781	2,936	3,062	3,186
	Junior Varsity	2,125	2,249	2,374	2,499	2,625
	Combined JV & Varsity	3,062	3,186	3,311	3,436	3,561
Basketball Cheerleading	Varsity	2,936	3,062	3,186	3,311	3,436
	Junior Varsity	2,499	2,625	2,781	2,936	3,062
	Combined JV & Varsity	3,436	3,561	3,686	3,811	3,936
	Modified	1,999	2,125	2,249	2,374	2,499
Drill Team - Winter	Varsity	2,514	2,640	2,772	2,883	2,998
	Varsity Assistant	2,201	2,312	2,427	2,524	2,625
Drill Team - Spring	Varsity	2,514	2,640	2,772	2,883	2,998
	Varsity Assistant	2,201	2,312	2,427	2,524	2,625
Soccer	Varsity	3,311	3,436	3,561	3,686	3,811
	Varsity Assistant & JV	2,781	2,936	3,062	3,186	3,311
	Modified	2,249	2,374	2,499	2,625	2,781
Swimming	Men's Varsity	3,686	3,811	3,936	4,092	4,248
	Men's Varsity Assistant	3,186	3,311	3,436	3,561	3,686
	Women's Varsity	3,186	3,311	3,436	3,561	3,686
	Women's Varsity Assist	2,499	2,625	2,781	2,905	3,062
	Men's Modified	2,625	2,781	2,936	3,062	3,186
	Men's Modified Assistant	2,125	2,249	2,374	2,499	2,625
Tennis	Varsity	3,186	3,311	3,436	3,561	3,686
Basketball	Varsity	4,374	4,499	4,623	4,748	4,874
	Varsity Assistant & JV	3,436	3,561	3,686	3,811	3,936
	Freshman	2,936	3,062	3,186	3,311	3,436
	Modified	2,374	2,499	2,625	2,781	2,936
Rowing	Varsity	2,625	2,781	2,936	3,062	3,186
Indoor Track	Varsity	4,374	4,499	4,623	4,748	4,874
	Assistant	3,436	3,499	3,686	3,811	3,936
Wrestling	Varsity	3,686	3,811	3,936	4,092	4,248
	Varsity Assistant	3,186	3,311	3,436	3,561	3,686
	Junior Varsity	2,625	2,781	2,936	3,062	3,186
	Modified	2,125	2,249	2,374	2,499	2,625
Volleyball	Varsity	3,186	3,311	3,436	3,561	3,686
	Varsity Assistant & JV	2,499	2,625	2,781	2,936	3,062
	Modified	2,061	2,187	2,312	2,436	2,562
Baseball	Varsity	3,311	3,436	3,561	3,686	3,811
	Varsity Assistant & JV	2,781	2,936	3,062	3,186	3,311
	Modified	2,249	2,374	2,499	2,625	2,781
Softball	Varsity	3,311	3,436	3,561	3,686	3,812
	Varsity Assistant & JV	2,781	2,936	3,062	3,186	3,311
	Modified	2,249	2,374	2,499	2,625	2,781
Outdoor Track	Varsity	3,311	3,436	3,561	3,686	3,812
	Assistant	2,781	2,936	3,062	3,186	3,311
	Modified	2,281	2,405	2,531	2,656	2,781

COACHES SALARY SCHEDULE

2009-2010 (3.95% incr over 2008-2009)

		Step 1	Step 2	Step 3	Step 4	Step 5
Academic Coach		\$5,095	\$5,217	\$5,337	\$5,459	\$5,581
Debate	Head Coach	6,916	7,037	7,158	7,279	7,400
	Assistant Coach	5,629	5,751	5,872	5,993	6,114
Cross Country	Varsity	2,973	3,094	3,215	3,336	3,457
	Modified	2,487	2,609	2,730	2,851	2,973
Football	Varsity	4,247	4,368	4,489	4,610	4,732
	Varsity Assistant & JV	3,336	3,457	3,578	3,700	3,822
	JV Assistant & Modified	2,851	2,973	3,094	3,215	3,336
	Modified Assistant	2,305	2,426	2,548	2,700	2,851
Golf	Varsity	2,305	2,426	2,548	2,700	2,851
Football Cheerleading	Varsity	2,548	2,700	2,851	2,973	3,094
	Junior Varsity	2,063	2,184	2,305	2,426	2,548
	Combined JV & Varsity	2,973	3,094	3,215	3,336	3,457
Basketball Cheerleading	Varsity	2,851	2,973	3,094	3,215	3,336
	Junior Varsity	2,426	2,548	2,700	2,851	2,973
	Combined JV & Varsity	3,336	3,457	3,578	3,700	3,822
	Modified	1,941	2,063	2,184	2,305	2,426
Drill Team - Winter	Varsity	2,441	2,563	2,692	2,799	2,911
	Varsity Assistant	2,137	2,244	2,357	2,451	2,548
Drill Team - Spring	Varsity	2,441	2,563	2,692	2,799	2,911
	Varsity Assistant	2,137	2,244	2,357	2,451	2,548
Soccer	Varsity	3,215	3,336	3,457	3,578	3,700
	Varsity Assistant & JV	2,700	2,851	2,973	3,094	3,215
	Modified	2,184	2,305	2,426	2,548	2,700
Swimming	Men's Varsity	3,578	3,700	3,822	3,973	4,124
	Men's Varsity Assistant	3,094	3,215	3,336	3,457	3,578
	Women's Varsity	3,094	3,215	3,336	3,457	3,578
	Women's Varsity Assist	2,426	2,548	2,700	2,821	2,973
	Men's Modified	2,548	2,700	2,851	2,973	3,094
	Men's Modified Assistant	2,063	2,184	2,305	2,426	2,548
Tennis	Varsity	3,094	3,215	3,336	3,457	3,578
Basketball	Varsity	4,247	4,368	4,489	4,610	4,732
	Varsity Assistant & JV	3,336	3,457	3,578	3,700	3,822
	Freshman	2,851	2,973	3,094	3,215	3,336
	Modified	2,305	2,426	2,548	2,700	2,851
Bowling	Varsity	2,548	2,700	2,851	2,973	3,094
Indoor Track	Varsity	4,247	4,368	4,489	4,610	4,732
	Assistant	3,336	3,397	3,578	3,700	3,822
Vrestling	Varsity	3,578	3,700	3,822	3,973	4,124
	Varsity Assistant	3,094	3,215	3,336	3,457	3,578
	Junior Varsity	2,548	2,700	2,851	2,973	3,094
	Modified	2,063	2,184	2,305	2,426	2,548
Volleyball	Varsity	3,094	3,215	3,336	3,457	3,578
	Varsity Assistant & JV	2,426	2,548	2,700	2,851	2,973
	Modified	2,001	2,123	2,244	2,365	2,487
Baseball	Varsity	3,215	3,336	3,457	3,578	3,700
	Varsity Assistant & JV	2,700	2,851	2,973	3,094	3,215
	Modified	2,184	2,305	2,426	2,548	2,700
Softball	Varsity	3,215	3,336	3,457	3,578	3,701
	Varsity Assistant & JV	2,700	2,851	2,973	3,094	3,215
	Modified	2,184	2,305	2,426	2,548	2,700
Outdoor Track	Varsity	3,215	3,336	3,457	3,578	3,701
	Assistant	2,700	2,851	2,973	3,094	3,215
	Modified	2,214	2,335	2,457	2,578	2,700

COACHES SALARY SCHEDULE
2008-2009 (3.95% incr over 2007-2008)

		Step 1	Step 2	Step 3	Step 4	Step 5
Academic Coach		\$4,902	\$5,019	\$5,135	\$5,252	\$5,369
Debate	Head Coach	6,653	6,769	6,886	7,003	7,119
	Assistant Coach	5,415	5,532	5,649	5,766	5,882
Cross Country	Varsity	2,860	2,976	3,093	3,209	3,326
	Modified	2,393	2,510	2,626	2,743	2,860
Football	Varsity	4,085	4,202	4,318	4,435	4,552
	Varsity Assistant & JV	3,209	3,326	3,443	3,559	3,677
	JV Assistant & Modified	2,743	2,860	2,976	3,093	3,209
	Modified Assistant	2,217	2,334	2,451	2,597	2,743
Golf	Varsity	2,217	2,334	2,451	2,597	2,743
Football Cheerleading	Varsity	2,451	2,597	2,743	2,860	2,976
	Junior Varsity	1,984	2,101	2,217	2,334	2,451
	Combined JV & Varsity	2,860	2,976	3,093	3,209	3,326
Basketball Cheerleading	Varsity	2,743	2,860	2,976	3,093	3,209
	Junior Varsity	2,334	2,451	2,597	2,743	2,860
	Combined JV & Varsity	3,209	3,326	3,443	3,559	3,677
	Modified	1,867	1,984	2,101	2,217	2,334
Drill Team - Winter	Varsity	2,348	2,465	2,589	2,692	2,800
	Varsity Assistant	2,056	2,159	2,267	2,358	2,451
Drill Team - Spring	Varsity	2,348	2,465	2,589	2,692	2,800
	Varsity Assistant	2,056	2,159	2,267	2,358	2,451
Soccer	Varsity	3,093	3,209	3,326	3,443	3,559
	Varsity Assistant & JV	2,597	2,743	2,860	2,976	3,093
	Modified	2,101	2,217	2,334	2,451	2,597
Swimming	Men's Varsity	3,443	3,559	3,677	3,822	3,968
	Men's Varsity Assistant	2,976	3,093	3,209	3,326	3,443
	Women's Varsity	2,976	3,093	3,209	3,326	3,443
	Women's Varsity Assist	2,334	2,451	2,597	2,713	2,860
	Men's Modified	2,451	2,597	2,743	2,860	2,976
	Men's Modified Assistant	1,984	2,101	2,217	2,334	2,451
Tennis	Varsity	2,976	3,093	3,209	3,326	3,443
Basketball	Varsity	4,085	4,202	4,318	4,435	4,552
	Varsity Assistant & JV	3,209	3,326	3,443	3,559	3,677
	Freshman	2,743	2,860	2,976	3,093	3,209
	Modified	2,217	2,334	2,451	2,597	2,743
Bowling	Varsity	2,451	2,597	2,743	2,860	2,976
Indoor Track	Varsity	4,085	4,202	4,318	4,435	4,552
	Assistant	3,209	3,268	3,443	3,559	3,677
Wrestling	Varsity	3,443	3,559	3,677	3,822	3,968
	Varsity Assistant	2,976	3,093	3,209	3,326	3,443
	Junior Varsity	2,451	2,597	2,743	2,860	2,976
	Modified	1,984	2,101	2,217	2,334	2,451
Volleyball	Varsity	2,976	3,093	3,209	3,326	3,443
	Varsity Assistant & JV	2,334	2,451	2,597	2,743	2,860
	Modified	1,925	2,043	2,159	2,276	2,393
Baseball	Varsity	3,093	3,209	3,326	3,443	3,559
	Varsity Assistant & JV	2,597	2,743	2,860	2,976	3,093
	Modified	2,101	2,217	2,334	2,451	2,597
Softball	Varsity	3,093	3,209	3,326	3,443	3,560
	Varsity Assistant & JV	2,597	2,743	2,860	2,976	3,093
	Modified	2,101	2,217	2,334	2,451	2,597
Outdoor Track	Varsity	3,093	3,209	3,326	3,443	3,560
	Assistant	2,597	2,743	2,860	2,976	3,093
	Modified	2,130	2,246	2,364	2,481	2,597

COACHES SALARY SCHEDULE
2007-2008 (3.75% incr over 2006-2007)

		Step 1	Step 2	Step 3	Step 4	Step 5
Academic Coach		\$4,715	\$4,828	\$4,940	\$5,052	\$5,165
Debate	Head Coach	6,400	6,512	6,624	6,736	6,849
	Assistant Coach	5,209	5,322	5,434	5,546	5,659
Cross Country	Varsity	2,751	2,863	2,975	3,087	3,200
	Modified	2,302	2,414	2,526	2,638	2,751
Football	Varsity	3,930	4,042	4,154	4,266	4,379
	Varsity Assistant & JV	3,087	3,200	3,312	3,424	3,537
	JV Assistant & Modified	2,638	2,751	2,863	2,975	3,087
	Modified Assistant	2,133	2,245	2,358	2,498	2,638
Golf	Varsity	2,133	2,245	2,358	2,498	2,638
Football Cheerleading	Varsity	2,358	2,498	2,638	2,751	2,863
	Junior Varsity	1,909	2,021	2,133	2,245	2,358
	Combined JV & Varsity	2,751	2,863	2,975	3,087	3,200
Basketball Cheerleading	Varsity	2,638	2,751	2,863	2,975	3,087
	Junior Varsity	2,245	2,358	2,498	2,638	2,751
	Combined JV & Varsity	3,087	3,200	3,312	3,424	3,537
	Modified	1,796	1,909	2,021	2,133	2,245
Drill Team - Winter	Varsity	2,259	2,372	2,491	2,590	2,694
	Varsity Assistant	1,978	2,077	2,181	2,268	2,358
Drill Team - Spring	Varsity	2,259	2,372	2,491	2,590	2,694
	Varsity Assistant	1,978	2,077	2,181	2,268	2,358
Soccer	Varsity	2,975	3,087	3,200	3,312	3,424
	Varsity Assistant & JV	2,498	2,638	2,751	2,863	2,975
	Modified	2,021	2,133	2,245	2,358	2,498
Swimming	Men's Varsity	3,312	3,424	3,537	3,677	3,817
	Men's Varsity Assistant	2,863	2,975	3,087	3,200	3,312
	Women's Varsity	2,863	2,975	3,087	3,200	3,312
	Women's Varsity Assist	2,245	2,358	2,498	2,610	2,751
	Men's Modified	2,358	2,498	2,638	2,751	2,863
	Men's Modified Assistant	1,909	2,021	2,133	2,245	2,358
Tennis	Varsity	2,863	2,975	3,087	3,200	3,312
Basketball	Varsity	3,930	4,042	4,154	4,266	4,379
	Varsity Assistant & JV	3,087	3,200	3,312	3,424	3,537
	Freshman	2,638	2,751	2,863	2,975	3,087
	Modified	2,133	2,245	2,358	2,498	2,638
Bowling	Varsity	2,358	2,498	2,638	2,751	2,863
Indoor Track	Varsity	3,930	4,042	4,154	4,266	4,379
	Assistant	3,087	3,144	3,312	3,424	3,537
Wrestling	Varsity	3,312	3,424	3,537	3,677	3,817
	Varsity Assistant	2,863	2,975	3,087	3,200	3,312
	Junior Varsity	2,358	2,498	2,638	2,751	2,863
	Modified	1,909	2,021	2,133	2,245	2,358
Volleyball	Varsity	2,863	2,975	3,087	3,200	3,312
	Varsity Assistant & JV	2,245	2,358	2,498	2,638	2,751
	Modified	1,852	1,965	2,077	2,189	2,302
Baseball	Varsity	2,975	3,087	3,200	3,312	3,424
	Varsity Assistant & JV	2,498	2,638	2,751	2,863	2,975
	Modified	2,021	2,133	2,245	2,358	2,498
Softball	Varsity	2,975	3,087	3,200	3,312	3,425
	Varsity Assistant & JV	2,498	2,638	2,751	2,863	2,975
	Modified	2,021	2,133	2,245	2,358	2,498
Outdoor Track	Varsity	2,975	3,087	3,200	3,312	3,425
	Assistant	2,498	2,638	2,751	2,863	2,975
	Modified	2,049	2,161	2,274	2,386	2,498

APPENDIX C

SALARY SCHEDULE FOR SUPERVISION FOR OTHER DUTIES AT ATHLETIC EVENTS

1. FOOTBALL GAMES. Estimated 3 hours at prevailing hourly rate of:

\$ 13.00 per hour	2006-07
\$ 13.50 per hour	2007-08
\$ 14.00 per hour	2008-09
\$ 14.50 per hour	2009-10
\$ 15.00 per hour	2010-11

2. BASKETBALL GAMES. Estimated 2 hours per game at prevailing hourly rate of:

\$ 13.00 per hour	2006-07
\$ 13.50 per hour	2007-08
\$ 14.00 per hour	2008-09
\$ 14.50 per hour	2009-10
\$ 15.00 per hour	2010-11

3. Estimated 4 hours for both a varsity and a junior varsity game at prevailing hourly rate of:

\$ 13.00 per hour	2006-07
\$ 13.50 per hour	2007-08
\$ 14.00 per hour	2008-09
\$ 14.50 per hour	2009-10
\$ 15.00 per hour	2010-11

APPENDIX D

CLUB ADVISORS

Teachers who sponsor Prisms, Patron or Drama Club shall be compensated in accordance with the following schedule in addition to the elimination of an extra duty assignment but in lieu of a reduction in the number of instructional classes: Yearbook - \$5,000; School Newspaper - \$4,000; Dramatics - \$5,500.

In recognition of the importance of all elements of the extracurricular program, sponsors of the remaining below-listed organizations or other organizations that similarly become members of the general organization that have been approved by the Board of Education shall be provided an honorarium in the amount of \$250.00 annually. For those organizations having more than one sponsor, the honorarium shall be divided equally among the sponsors.

Athletic Club	Latin Club
Beta Phi	Moot Court/Mock Trial
Business Club/DECA	Music/Band
Cheerleaders	*National Honor Society
Communications/AHS Communications	*Patroon (Newspaper)
Cycling Club	Philodoxia/Philologia/Debate and Speech
Drama Club	*Prisms (Yearbook)
Falcon Film Society	Science Society
Falcon Shop	*Senior Breakfast Club
Fashion Club	*Senior Class
French Club	Ski Club
Freshman Class	Sophomore Class
Future Business Leaders of America (FBLA)	Spanish Club
Future Home Makers of America	Students Against Drunk Driving (SADD)
Hiking Club	*Student Government
*Inkblot	Teens Against Reckless Endangerment (TARE)
International Foreign Exchange Club	Theta Alpha/Sigma
Italian Club	VICA
Junior Class	
Key Club	

*No duty assignment

Teacher's Name _____ Date _____

School _____

Appointment Status _____ Subject or Grade Level _____

	Meets Professional Objectives	Does Not Meet Professional Objectives
1. Content Knowledge	<input type="checkbox"/>	<input type="checkbox"/>

- The teacher shall demonstrate a thorough knowledge of the subject matter area and curriculum.
- Lessons reflect a deep understanding of content and important concepts and principles within that curriculum.
 - Demonstrates knowledge of prerequisite relationships within a curriculum that are needed for effective learning.

Evidence _____

Comments _____

	Meets Professional Objectives	Does Not Meet Professional Objectives
2. Preparation	<input type="checkbox"/>	<input type="checkbox"/>

- The teacher shall demonstrate appropriate preparation employing the necessary pedagogical practices to support instruction.
- Identifies long- and short-term objectives compatible with the curriculum.
 - Plans instruction effectively.
 - Previews and selects appropriate instructional activities and materials from available sources.
 - Ensures that District-provided materials are available.
 - Integrates community resources, when applicable.

Evidence _____

Comments _____

Meets
Professional
Objectives

Does Not Meet
Professional
Objectives

3. **Instructional Delivery**..... ☐

☐

The teacher shall demonstrate that the delivery of instruction results in active student involvement, appropriate teacher/student interaction and meaningful lesson plans resulting in student learning.

- Designs coherent instruction by providing a stimulating environment that presents appropriate content for the instructional level; activities and materials are logically sequenced and lessons are closed with a summary of what has been learned.
- Communicates clearly and accurately by identifying what is expected in the learning situation and by providing clear directions with appropriate language.
- Uses questioning and discussion techniques to a variety of students to encourage participation in the learning process.
- Engages the students in learning by using a variety of activities, assignments, instructional materials and resources.
- Creates a structure for learning and establishes appropriate pacing to meet the objectives of the lesson.
- Demonstrates flexibility and student responsiveness by adjusting lessons as needed and by providing time for interaction while striving to complete unit of study in a timely fashion.
- Encourages analytical and critical thinking.

Evidence

Comments

Meets
Professional
Objectives

Does Not Meet
Professional
Objectives

4. **Classroom Management**..... ☐

☐

The teacher shall demonstrate classroom management skills supportive of diverse student learning needs which create an environment conducive to student learning.

- Provides an environment of respect and rapport in which the student feels emotionally and physically secure.
- Establishes a culture for learning that takes pride in student accomplishments, encourages desirable work habits and study skills with an expectation that learning and achievement will take place.
- Manages routines and transitions effectively.
- Organizes physical space that allows for optimal learning experience for students.

Evidence

Comments

	Meets Professional Objectives	Does Not Meet Professional Objectives
5. Student Development	<input type="checkbox"/>	<input type="checkbox"/>

- The teacher shall demonstrate knowledge of student development, an understanding and appreciation of diversity and the regular application of developmentally appropriate instructional strategies for the benefit of all students.
- Demonstrates knowledge of students, including characteristics of age groups, varied approaches to learning, skills and knowledge, interests and cultural heritage.
 - Demonstrates patience, acceptance and interest in students.
 - Promotes a positive learning environment by creating an atmosphere where students feel free to express their views while showing respect for others.
 - Manages student behavior through clear expectations of and consistent reactions to student behavior.

Evidence _____

Comments _____

	Meets Professional Objectives	Does Not Meet Professional Objectives
6. Student Assessment	<input type="checkbox"/>	<input type="checkbox"/>

- The teacher shall demonstrate that he or she implements assessment techniques based on appropriate learning standards designed to measure students' progress in learning.
- Assesses student learning for congruence with instructional goals and congruence with State Learning Standards.
 - Modifies instructional plans and methods for improvement of instruction.
 - Maintains accurate records including student completion of assignments, student progress in learning, and non-instructional records.
 - Develops indicators of success to serve as guidelines for measuring student achievement.
 - Plans for performance assessment including unwritten evaluation.
 - Provides feedback to students, which is substantive, constructive and specific to improved progress in student learning.
 - Encourages self-evaluation.

Evidence _____

Comments _____

Meets
Professional
Objectives

Does Not Meet
Professional
Objectives

7. **Collaboration**

☐☐

The teacher shall demonstrate that he or she develops effective collaborative relationships with students, parents or caregivers, as needed, and appropriate support personnel to meet the learning needs of students.

- Communicating with families by providing information about the instructional program, district/school projects, and information about individual students.
- Demonstrates professionalism by establishing collaborative relationships with colleagues.
- Advocates for students.

Evidence

.....

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Comments

.....

.....

Meets
Professional
Objectives

Does Not Meet
Professional
Objectives

8. **Reflective and Responsive Practice**

☐☐

The teacher shall demonstrate that practice is reviewed, effectively assessed and appropriate adjustments are made on a continuing basis.

- Reflects on teaching through accurate self-assessment that is used to guide future teaching.
- Grows and develops professionally by enhancing content knowledge and pedagogical skills.
- Provides service to the profession by participation in professional organizations, and by supporting building and district improvement goals.

Evidence

.....

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Comments

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.....

Signatures of Participants:

Evaluator

Date

Teacher

Date

(Note: The signature of the teacher merely indicates that the teacher has read this evaluation and has knowledge of the evaluation and recommendations made by the evaluator. Teacher has right to provide further documentation to respond to this evaluation.)

Teacher's Comments:

Track II
Annual Professional Performance Review
(Non-administrative Years)
To be submitted by November 1 of the project year.

The intent of the Annual Professional Performance Review (APPR) Track II experience is to encourage teachers to become thoughtful, reflective and purposeful practitioners. The plan requires that teachers consider how teacher growth is linked to student needs. We believe that the thinking process and reflection that underlie this work may be more valuable than the experience itself in respect to long-term professional growth.

TEACHER'S NAME _____

SCHOOL _____ SCHOOL YEAR _____

PURPOSE

Why are you proposing this project? (Indicate which criteria of the APPR will be addressed. Also indicate which goals and objectives from the APPR will be addressed.)

IMPLEMENTATION

What will you do to achieve your purpose(s)? Suggestions for implementation activities are included in the APPR document.

RESOURCES NEEDED

Pre-Conference held on _____
Date

Teacher's Signature

Administrator's Signature

EVALUATION (To be submitted by June 30)

At the end of this project, this form will be returned to you, and you will be asked to indicate the effect your work had on your students. Please complete the following items at that time.

- A. List vital results/outcomes from the APPR self-evaluation. Submit relevant evidence and give examples.
- B. The following is a statement of the individual staff member's thoughts about how this self-evaluation has increased his/her effectiveness as a teacher and his/her student's success.
- C. What next steps are planned?
- D. The following is a statement of the Building Principal's/Supervisor's thoughts, reactions, etc. regarding the self-evaluation that was submitted and completed by the above staff member(s).

Teacher's Signature

Administrator's Signature

Date _____

Copies: Teacher
Principal
Personnel

TEACHER ASSISTANCE ACTION PLAN

Employee _____ School _____

Administrator(s) _____ Date _____

Statement of the Problem/Concern	Goal(s)	Strategies and Resources Needed to Meet Goal(s)	Evidence of Completion	Completion Date

18

Signatures: _____
 Teacher _____ Date _____ Administrator _____ Date _____
 APSTA Rep _____ Date _____ Administrator _____ Date _____

Appendix VI

PROGRESS LOG

Date of Meeting	Teacher/Administrator Notes Regarding Progress	Comments	Signatures

City School District of Albany
Annual Professional Performance Review Plan
Pupil Personnel Services (School Psychologists, Guidance Counselors
School Nurse Teachers, School Nurses (RNs))

Appendix VII

Pupil Personnel Professional _____ Date _____

School _____

Appointment Status _____ Subject or Grade Level _____

Meets
Professional
Objectives

Does Not Meet
Professional
Objectives

1. Content Knowledge ☐ ☐

The pupil personnel professional shall demonstrate a thorough knowledge of his or her area of expertise.

- Demonstrates knowledge of his/her discipline.
- Demonstrates knowledge of discipline related to school-based work.

Evidence _____

Comments _____

Meets
Professional
Objectives

Does Not Meet
Professional
Objectives

2. Preparation ☐ ☐

The pupil personnel professional shall demonstrate appropriate preparation employing the necessary practices to support his or her work.

- Identifies needs of students.
- Demonstrates knowledge of resources.
- Integrates community resources, when applicable.

Evidence _____

Comments _____

REVISED
June 2007

	Meets Professional Objectives	Does Not Meet Professional Objectives
3. Instructional Delivery (optional, use when applicable)	<input type="checkbox"/>	<input type="checkbox"/>

The pupil personnel professional shall demonstrate that the delivery of instruction results in active student involvement, appropriate teacher/student interaction and meaningful lesson plans resulting in student learning.

- Designs coherent instruction: learning activities; instructional groups; lesson and unit structure; integrates technology.
- Communicates clearly and accurately.
- Uses questioning and discussion techniques.
- Engages students in learning: activities and assignments; structure and pacing; instructional materials and resources.
- Demonstrates flexibility and responsiveness: lesson adjustment; response to students; persistence.

Evidence _____

Comments _____

	Meets Professional Objectives	Does Not Meet Professional Objectives
4. Classroom Management (optional, use when applicable).....	<input type="checkbox"/>	<input type="checkbox"/>

The pupil personnel professional shall demonstrate student or classroom management skills supportive of diverse learning needs which create an environment conducive to student learning.

- Creates an environment of respect and rapport: interaction with student.
- Establishes a culture for learning: student pride in work; expectations for learning and achievement.
- Organizes physical space.

Evidence _____

Comments _____

5. Student Development

Meets
Professional
Objectives

Does Not Meet
Professional
Objectives

☐
☐

The pupil personnel professional shall demonstrate knowledge of student development, an understanding and appreciation of diversity and the regular application of developmentally appropriate instructional strategies for the benefit of all students.

- Demonstrates knowledge of students: characteristics of age groups; varied approaches to learning, skills and knowledge; interests and cultural heritage.
- Manages student behavior through clear expectations of and consistent reactions to student behavior.

Evidence

Comments

Meets
Professional
Objectives

Does Not Meet
Professional
Objectives

☐
☐

6. Student Assessment

The pupil personnel professional shall demonstrate that he or she implements assessment techniques based on appropriate learning standards designed to measure students' progress in learning.

- Assesses student learning for congruence with instructional goals and congruence with State Learning Standards.
- Provides feedback to students, which is substantive, constructive and specific to improved progress in student learning.
- Maintains accurate records including student completion of assignments, student progress in learning, and non-instructional records.

Evidence

Comments

7. **Collaboration**

Meets
Professional
Objectives

Does Not Meet
Professional
Objectives

☐☐

The pupil personnel professional shall demonstrate that he or she develops effective collaborative relationships with students, parents or caregivers, as needed, and appropriate support personnel to meet the learning needs of students.

- Communicates with families by providing information about the instructional program, district/school projects, and information about individual students.
- Demonstrates professionalism by establishing collaborative relationships with colleagues.
- Advocates for students.

Evidence

Comments

Meets
Professional
Objectives

Does Not Meet
Professional
Objectives

☐☐

8. **Reflective and Responsive Practice**

The pupil personnel professional shall demonstrate that practice is reviewed, effectively assessed and appropriate adjustments are made on a continuing basis.

- Reflects on practice through: accuracy; self-assessment; use in future performance.
- Grows and develops professionally: enhancement of content knowledge and discipline knowledge; service to the profession.

Evidence

Comments

Signatures of Participants:

Evaluator

Date

Name of Pupil Personnel Service Professional

Date

(Note: The signature of the pupil personnel service professional indicates that he/she has read this evaluation and has knowledge of the evaluation and recommendations made by the evaluator. The teacher has the right to provide further documentation to respond to this evaluation.)

Pupil Personnel Service Professional's Comments:

Appendix VIII

City School District of Albany Annual Professional Performance Review Pupil Personnel Services (School Social Workers)

School Social Worker's Name _____ Date _____

School _____

Appointment Status _____ Subject or Grade Level _____

	Meets Professional Objectives	Does Not Meet Professional Objectives
1. <i>Knowledge and Skills for School-Based Work (Content Knowledge)</i>	<input type="checkbox"/>	<input type="checkbox"/>

The School Social Worker is able to:

- Comply with Board policies and procedures under the Department of Special Education as required.
- Abide by NASW Code of Ethics.
- Cooperate with administration.
- Cooperate with co-workers.
- Develop open communication with parents and public.
- Complete required IEP reports.
- Complete required statistical reports.
- Attend and participate in required departmental meetings and mandated professional development activities.
- Follow department guidelines with regard to attendance.

Evidence _____

Comments _____

	Meets Professional Objectives	Does Not Meet Professional Objectives
2. <i>Assessment Skills (Preparation)</i>	<input type="checkbox"/>	<input type="checkbox"/>

The School Social Worker is able to:

- Collect data from a number of sources, education records, collateral contacts (e.g., school district personnel, family members, physicians, and community professionals), direct student observation, psychological reports, medical reports, and the student's verbal report.
- Evaluate data collected and make recommendation(s) to the Instructional Support Team.
- Identify the student's strengths and limitations.
- Identify the student's social support network at home and in the community.
- Identify problem(s) experienced by the student.

Evidence _____

Comments _____

	Meets Professional Objectives	Does Not Meet Professional Objectives
3. <i>Intervention Skills (Instructional Delivery)</i>	<input type="checkbox"/>	<input type="checkbox"/>

The School Social Worker is able to:

- Develop individual and group intervention strategies that are reflective of the student's individual need(s).
- Develop goals and objectives.
- Respond to district-wide crisis situations.
- Attend and participate in annual review meetings for students who are classified under the Department of Special Education.
- Provide consultation services to school district personnel, parents or guardians, and outside agencies.
- Attend and participate in parent-teacher conferences.

Evidence _____

Comments _____

	Meets Professional Objectives	Does Not Meet Professional Objectives
4. <i>Individual/Group Facilitation (Caseload Management)</i>	<input type="checkbox"/>	<input type="checkbox"/>

The School Social Worker will:

- Create an environment of respect and support.
- Work to establish a culture for learning and problem-solving.

Evidence _____

Comments _____

	Meets Professional Objectives	Does Not Meet Professional Objectives
5. <i>Collaboration</i>	<input type="checkbox"/>	<input type="checkbox"/>

The School Social Worker will demonstrate that he or she develops effective collaborative relationships with students, parents or caregivers, as needed, and appropriate support personnel to meet the needs of students by:

- Communicating with families.
- Providing referrals as necessary.
- Advocating for students.
- Collaborating with colleagues, school district personnel and community service providers.

Evidence _____

Comments _____

Meets
Professional
Objectives

Does Not Meet
Professional
Objectives

6. *Reflective and Responsive Practice*..... ☐

☐

The School Social Worker will assess and make appropriate adjustments to enhance practice by:

- Reflecting on practice.
- Growing and developing professionally by enhancing content knowledge and clinical skill.

Evidence _____

Comments _____

Signatures of Participants:

Evaluator

Date

School Social Worker

Date

(Note: The signature of the School Social Worker indicates that he/she has read this evaluation and has knowledge of the evaluation and recommendations made by the evaluator. The teacher has the right to provide further documentation to respond to this evaluation.)

School Social Worker's Comments:

Appendix IX

City School District of Albany Annual Professional Performance Review

Pupil Personnel Services
(Teacher of the Speech and Hearing Handicapped/Speech/Language Therapist)

Pupil Personnel Professional _____ Date _____

School _____

Appointment Status _____ Subject or Grade level _____

	Meets Professional Objectives	Does Not Meet Professional Objectives
1. <i>Content Knowledge</i>	<input type="checkbox"/>	<input type="checkbox"/>

The Speech/Language Therapist shall demonstrate thorough knowledge of his or her area of expertise

- Demonstrate knowledge of his/her discipline.

Evidence _____

Comments _____

	Meets Professional Objectives	Does Not Meet Professional Objectives
2. <i>Preparation Skills</i>	<input type="checkbox"/>	<input type="checkbox"/>

The Speech/Language Therapist is able to:

- Attend and participate in Committee on Special Education (CSE), Sub-CSE meetings, annual review meetings, and parent/teacher conferences to assist in the development of intervention strategies.
- Attend and participate in Instructional Support Team (IST) meetings when appropriate.
- Develop goals and objectives which are reflective of individual student needs.
- Provide consultation service to school district personnel and parents or guardians.

Evidence _____

Comments _____

	Meets Professional Objectives	Does Not Meet Professional Objectives
3. <i>Intervention Skills</i>	<input type="checkbox"/>	<input type="checkbox"/>

The Speech/Language Therapist is able to:

- Design relevant lessons and use therapy techniques which target individual communication needs in the areas of: language, fluency, auditory processing, voice, pragmatics, alternative/augmentative communication, phonology, motor speech, hearing impairment and assistive technology.
- Engage students in therapy activity, uses appropriate pacing and reinforcement.
- Demonstrate flexibility and responsiveness, adjusts lessons to student needs and is persistent.

Evidence

Comments

	Meets Professional Objectives	Does Not Meet Professional Objectives
4. <i>Caseload Management</i>	<input type="checkbox"/>	<input type="checkbox"/>

The Speech/Language Therapist is able to:

- Determine student eligibility based on District established entrance and exit criteria.
- Develop own therapy schedule based on continuous review of student needs, classroom schedule, school schedule and in coordination with other therapy professionals.
- Maintain District required paperwork including but not limited to Medicaid forms, therapy logs, IEPs and quarterly progress reports.

Evidence

Comments

	Meets Professional Objectives	Does Not Meet Professional Objectives
5. Student Management	<input type="checkbox"/>	<input type="checkbox"/>

The Speech/Language Therapist is able to:

- Establish a positive climate for learning: student pride in work, expectations for learning and achievement.
- Create an environment of respect and rapport.

Evidence _____

Comments _____

	Meets Professional Objectives	Does Not Meet Professional Objectives
6. Assessment Skills	<input type="checkbox"/>	<input type="checkbox"/>

The Speech/Language Therapist is able to:

- Conduct a thorough and balanced speech, language, or communication assessment.
- Interpret assessment results for students, parents, teachers and staff.
- Identify students' communication strengths and limitations.
- Accumulate data from past school records, speech and language reports audiological evaluations, medical evaluations and other pertinent assessments.
- Gather information through collaboration with school and community personnel in Instructional Support Team (IST) meetings, Committee on Special Education (CSE) and Sub-CSE meetings, annual review meetings and parent/teacher conferences.

Evidence _____

Comments _____

	Meets Professional Objectives	Does Not Meet Professional Objectives
7. <i>Collaboration</i>	<input type="checkbox"/>	<input type="checkbox"/>

The Speech/Language Therapist is able to:

- Communicate with families.
- Provide referrals as necessary.
- Advocate for students.
- Collaborate with colleagues, school district personnel and community service providers.

Evidence _____

Comments _____

	Meets Professional Objectives	Does Not Meet Professional Objectives
8. <i>Reflective and Responsive Practice</i>	<input type="checkbox"/>	<input type="checkbox"/>

The Speech/Language Therapist is able to:

- Self evaluate content knowledge, assessment and intervention skills.
- Grow and develop professionally by enhancing content knowledge and clinical skills.
- Provide service to the profession by participation in professional organizations, and by supporting building and district improvement plans.

Evidence _____

Comments _____

Signatures of Participants:

Evaluators

Date

Teacher

Date

(Note: The signature of the teacher indicates that the teacher has read this evaluation and has knowledge of the evaluation and recommendations made by the evaluator. The teacher has the right to provide further documentation to respond to this evaluation.)

Teacher's Comments:

City School District of Albany

Annual Professional Performance Review
Pre-observation Form

The reliability and usefulness of classroom observation is directly related to the amount and type of information evaluators have before the observation.

This document is designed to guide the Pre-observation discussion and sets the stage for the observation. The questions contained in this form have been agreed to by the joint APPR planning committee to provide a standardize approach to the content of the Pre-observation conference. Teachers may be asked to complete the form before the conference, but it is not required. The form will be used as a guide during the conference.

Name of teacher: _____

Administrator: _____

Date and time of the evaluation: _____

Grade level: _____ Curricular area observed: _____

1. Briefly describe your class, including students with specials needs.

2. What are the goals for the lesson that you intend to teach in (math, writing, reading), by way of example?

3. What do you want the students to learn and be able to do as a result of your teaching? Why are the objectives suitable for this group of students?

4. What Learning Standards are you attempting to meet by teaching this lesson?

5. What primary resource/materials will you be using in your teaching?

6. What are your plans for differentiating instruction to ensure that all students are learning the taught content?

7. What are some of the activities that you will be conducting to engage all students in learning? What will you do? What will the students do?

8. What specific questions have you prepared for your students to help them understand the lesson objectives?

9. How do you plan to assess student achievement of the objectives of the lesson? What procedures will you use?

10. How do you plan to use the results of the assessment to guide future teaching? What will you do to support the students who struggled with your lesson content?

**City School District of Albany
Annual Professional Performance Review
Summer School Form**

Teacher's Name _____ Date _____

School _____

Appointment Status _____ Subject or Grade Level _____

	Meets Professional Objectives	Does Not Meet Professional Objectives
1. Content Knowledge	<input type="checkbox"/>	<input type="checkbox"/>

The teacher shall demonstrate a thorough knowledge of the subject matter area and curriculum.

- Lessons reflect a deep understanding of content and important concepts and principles within that curriculum.
- Demonstrates knowledge of prerequisite relationships within a curriculum that are needed for effective learning.

Evidence _____

Comments _____

	Meets Professional Objectives	Does Not Meet Professional Objectives
2. Preparation	<input type="checkbox"/>	<input type="checkbox"/>

The teacher shall demonstrate appropriate preparation employing the necessary pedagogical practices to support instruction.

- Identifies long- and short-term objectives compatible with the curriculum.
- Plans instruction effectively.
- Previews and selects appropriate instructional activities and materials from available sources.
- Ensures that District-provided materials are available.
- Integrates community resources, when applicable.

Evidence _____

Comments _____

Meets
Professional
Objectives

Does Not Meet
Professional
Objectives

3. **Instructional Delivery**..... ☐ ☐

The teacher shall demonstrate that the delivery of instruction results in active student involvement, appropriate teacher/student interaction and meaningful lesson plans resulting in student learning.

- Designs coherent instruction by providing a stimulating environment that presents appropriate content for the instructional level; activities and materials are logically sequenced and lessons are closed with a summary of what has been learned.
- Communicates clearly and accurately by identifying what is expected in the learning situation and by providing clear directions with appropriate language.
- Uses questioning and discussion techniques to a variety of students to encourage participation in the learning process.
- Engages the students in learning by using a variety of activities, assignments, instructional materials and resources.
- Creates a structure for learning and establishes appropriate pacing to meet the objectives of the lesson.
- Demonstrates flexibility and student responsiveness by adjusting lessons as needed and by providing time for interaction while striving to complete unit of study in a timely fashion.
- Encourages analytical and critical thinking.

Evidence _____

Comments _____

Meets
Professional
Objectives

Does Not Meet
Professional
Objectives

4. **Classroom Management**..... ☐ ☐

The teacher shall demonstrate classroom management skills supportive of diverse student learning needs which create an environment conducive to student learning.

- Provides an environment of respect and rapport in which the student feels emotionally and physically secure.
- Establishes a culture for learning that takes pride in student accomplishments, encourages desirable work habits and study skills with an expectation that learning and achievement will take place.
- Manages routines and transitions effectively.
- Organizes physical space that allows for optimal learning experience for students.

Evidence _____

Comments _____

Meets
Professional
Objectives

Does Not Meet
Professional
Objectives

5. **Student Development**..... ☐ ☐

The teacher shall demonstrate knowledge of student development, an understanding and appreciation of diversity and the regular application of developmentally appropriate instructional strategies for the benefit of all students.

- Demonstrates knowledge of students, including characteristics of age groups, varied approaches to learning, skills and knowledge, interests and cultural heritage.
- Demonstrates patience, acceptance and interest in students.
- Promotes a positive learning environment by creating an atmosphere where students feel free to express their views while showing respect for others.
- Manages student behavior through clear expectations of and consistent reactions to student behavior.

Evidence _____

Comments _____

Meets
Professional
Objectives

Does Not Meet
Professional
Objectives

6. **Student Assessment**..... ☐ ☐

The teacher shall demonstrate that he or she implements assessment techniques based on appropriate learning standards designed to measure students' progress in learning.

- Assesses student learning for congruence with instructional goals and congruence with State Learning Standards.
- Modifies instructional plans and methods for improvement of instruction.
- Maintains accurate records including student completion of assignments, student progress in learning, and non-instructional records.
- Develops indicators of success to serve as guidelines for measuring student achievement.
- Plans for performance assessment including unwritten evaluation.
- Provides feedback to students, which is substantive, constructive and specific to improved progress in student learning.
- Encourages self-evaluation.

Evidence _____

Comments _____

Signatures of Participants:

Evaluator

Date

Teacher

Date

(Note: The signature of the teacher indicates that the teacher has read this evaluation and has knowledge of the evaluation and *recommendations made by the evaluator.*)

Teacher's Comments:

APPENDIX F

PAYROLL DEDUCTION AUTHORIZATION

(FACSIMILE OF DUES DEDUCTION CARD)

SOCIAL SECURITY NUMBER _____

NAME _____
(last) (first) (m.i.)

DISTRICT NAME _____

ORGANIZATION _____

TO THE BOARD OF EDUCATION:

I hereby authorize you, according to arrangements agreed upon with the above organization, to deduct from my salary and transmit to said organization, dues as certified by said organization. I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefor. I revoke any and all instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing between September 1st and September 15th of any given year.

MEMBER'S SIGNATURE _____ DATE: _____

APPENDIX G

PROVISIONS OF FAIR DISMISSAL LAW SECTION 3031 OF THE EDUCATION LAW

The people of the State of New York, represented in Senate and Assembly, do enact as follows:

Section three thousand thirty-one of the State Education Law, as added by Chapter 866 of the laws of 1976 and amended by Chapter 442 of the laws of 1980, is hereby amended to read as follows:

Section 3031 Procedure when tenure not to be granted at conclusion of probationary period or when services to be discontinued.

Notwithstanding any other provision of this chapter except in cities having a population of one million or more [,]:

- (a) boards of education and boards of cooperative educational services shall review all recommendations not to appoint a person on tenure, and teachers employed on probation by any school district or by any board of cooperative educational services, as to whom a recommendation is to be made that appointment on tenure not be granted or that their services be discontinued shall, at least 30 days prior to the board meeting at which such recommendation is to be considered, be notified of such intended recommendation and the date of the meeting at which it is to be considered. Such teacher may, not later than 21 days prior to such meeting, request in writing that he be furnished with a written statement giving the reasons for such recommendation and within seven days thereafter such written statement shall be furnished. Such teacher may file a written response to such statement with the district clerk not later than seven days prior to the date of the board meeting.
- (b) Where a board of education, trustee of a common school district, or board of cooperative educational services votes to reject the recommendation of a superintendent of schools, district superintendent or district principal to grant tenure to any teacher employed on probation, such vote shall be considered advisory and at least thirty days prior to the board meeting at which such recommendation is to be finally considered, the board shall notify said teacher of its intention to deny tenure and the date of the board meeting at which it will take final action. Such teacher may, not later than twenty-one days prior to such meeting, request in writing that he be furnished with a written statement giving the board's reason for such intended action and within seven days thereafter such written statement should be furnished. Such teacher may file a written response to such statement with the district clerk not later then seven days prior to the date of the Board meeting.
- (c) This section shall not be construed as modifying existing law with respect to the rights of probationary teachers or the power and duties of boards of education, trustees of a common school district, or boards of cooperative educational services, with respect to the discontinuance of services of teachers or appointments on tenure of teachers.

APPENDIX H

PROVISIONS OF EDUCATION LAW §3214

§ 3214. Student placement, suspensions and transfers

1. School delinquent. A minor under seventeen years of age, required by any of the provisions of part one of this article to attend upon instruction, who is an habitual truant from such instruction or is irregular in such attendance or insubordinate or disorderly or disruptive or violent during such attendance, is a school delinquent.

2. Special day schools. The school authorities of any city or school district may establish schools or set apart rooms in public school buildings for the instruction of school delinquents, and fix the number of days per week and the hours per day of required attendance, which shall not be less than is required of minors attending the full time day schools.

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2-a. a. Violent pupil. For the purposes of this section, a violent pupil is an elementary or secondary student under twenty-one years of age who

(1) commits an act of violence upon a teacher, administrator or other school employee;

(2) commits, while on school district property, an act of violence upon another student or any other person lawfully upon said property;

(3) possesses, while on school district property, a gun, knife, explosive or incendiary bomb, or other dangerous instrument capable of causing physical injury or death;

(4) displays, while on school district property, what appears to be a gun, knife, explosive or incendiary bomb or other dangerous instrument capable of causing death or physical injury;

(5) threatens, while on school district property, to use any instrument that appears capable of causing physical injury or death;

(6) knowingly and intentionally damages or destroys the personal property of a teacher, administrator, other school district employee or any person lawfully upon school district property; or

(7) knowingly and intentionally damages or destroys school district property.

b. Disruptive pupil. For the purposes of this section, a disruptive pupil is an elementary or secondary student under twenty-one years of age who is substantially disruptive of the educational process or substantially interferes with the teacher's authority over the classroom.

3. Suspension of a pupil. a. The board of education, board of trustees or sole trustee, the superintendent of schools, district superintendent of schools or principal of a school may suspend the following pupils from required attendance upon instruction:

A pupil who is insubordinate or disorderly or violent or disruptive, or whose conduct otherwise endangers the safety, morals, health or welfare of others.

b. (1) The board of education, board of trustees, or sole trustee, superintendent of schools, district superintendent of schools and the principal of the school where the pupil attends shall have the power to suspend a pupil for a period not to exceed five school days. In the case of such a suspension, the suspending authority shall provide the pupil with notice of the charged misconduct. If the pupil denies the misconduct, the suspending authority shall provide an explanation of the basis for the suspension. The pupil and the person in parental

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relation to the pupil shall, on request, be given an opportunity for an informal conference with the principal at which the pupil and/or person in parental relation shall be authorized to present the pupil's version of the event and to ask questions of the complaining witnesses. The aforesaid notice and opportunity for an informal conference shall take place prior to suspension of the pupil unless the pupil's presence in the school poses a continuing danger to persons or property or an ongoing threat of disruption to the academic process, in which case the pupil's notice and opportunity for an informal conference shall take place as soon after the suspension as is reasonably practicable.

(2) A teacher shall immediately report and refer a violent pupil to the principal or superintendent for a violation of the code of conduct and a minimum suspension period pursuant to section twenty-eight hundred one of this chapter.

c. (1) No pupil may be suspended for a period in excess of five school days unless such pupil and the person in parental relation to such pupil shall have had an opportunity for a fair hearing, upon reasonable notice, at which such pupil shall have the right of representation by counsel, with the right to question witnesses against such pupil and to present witnesses and other evidence on his behalf. Where a pupil has been suspended in accordance with this section by a superintendent of schools, district superintendent of schools, community superintendent or principal of a school, the superintendent shall personally hear and determine the proceeding or may, in his discretion, designate a hearing officer to conduct the hearing. The hearing officer shall be authorized to administer oaths and to issue subpoenas in conjunction with the proceeding before him. A record of the hearing shall be maintained, but no stenographic transcript shall be required and a tape recording shall be deemed a satisfactory record. The hearing officer shall make findings of fact and recommendations as to the appropriate measure of discipline to the superintendent. The report of the hearing officer shall be advisory only, and the superintendent may accept all or any part thereof. An appeal will lie from the decision of the superintendent to the board of education who shall make its decision solely upon the record before it. The board may adopt in whole or in part the decision of the superintendent of schools. Where the basis for the suspension is, in whole or in part, the possession on school grounds or school property by the student of any firearm, rifle, shotgun, dagger, dangerous knife, dirk, razor, stiletto or any of the weapons, instruments or appliances specified in subdivision one of section 265.01 of the penal law, the hearing officer or superintendent shall not be barred from considering the admissibility of such weapon, instrument or appli-

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ance as evidence, notwithstanding a determination by a court in a criminal or juvenile delinquency proceeding that the recovery of such weapon, instrument or appliance was the result of an unlawful search or seizure.

(2) Where a pupil has been suspended in accordance with this section by a board of education, the board may in its discretion hear and determine the proceeding or appoint a hearing officer who shall have the same powers and duties with respect to the board that a hearing officer has with respect to a superintendent where the suspension was ordered by him. The findings and recommendations of the hearing officer conducting the proceeding shall be advisory and subject to final action by the board of education, each member of which shall before voting review the testimony and acquaint himself with the evidence in the case. The board may reject, confirm or modify the conclusions of the hearing officer.

d. Consistent with the federal gun-free schools act of nineteen hundred ninety-four, any public school pupil who is determined under this subdivision to have brought a weapon to school shall be suspended for a period of not less than one calendar year and any nonpublic school pupil participating in a program operated by a public school district using funds from the elementary and secondary education act of nineteen hundred sixty-five who is determined under this subdivision to have brought a weapon to a public school or other premises used by the school district to provide such programs shall be suspended for a period of not less than one calendar year from participation in such program. The procedures of this subdivision shall apply to such a suspension of a nonpublic school pupil. A superintendent of schools, district superintendent of schools or community superintendent shall have the authority to modify this suspension requirement for each student on a case-by-case basis. The determination of a superintendent shall be subject to review by the board of education pursuant to paragraph c of this subdivision and the commissioner pursuant to section three hundred ten of this chapter. Nothing in this subdivision shall be deemed to authorize the suspension of a student with a disability in violation of the individuals with disabilities education act or article eighty-nine of this chapter. A superintendent shall refer the pupil under the age of sixteen who has been determined to have brought a weapon to school in violation of this subdivision to a presentment agency for a juvenile delinquency proceeding consistent with article three of the family court act except a student fourteen or fifteen years of age who qualifies for juvenile offender status under subdivision forty-two of section 1.20 of the criminal procedure law. A superintendent shall refer any pupil sixteen years of age or older or a student fourteen or

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fifteen years of age who qualifies for juvenile offender status under subdivision forty-two of section 1.20 of the criminal procedure law, who has been determined to have brought a weapon to school in violation of this subdivision to the appropriate law enforcement officials.

e. Procedure after suspension. Where a pupil has been suspended pursuant to this subdivision and said pupil is of compulsory attendance age, immediate steps shall be taken for his or her attendance upon instruction elsewhere or for supervision or detention of said pupil pursuant to the provisions of article seven of the family court act. Where a pupil has been suspended for cause, the suspension may be revoked by the board of education whenever it appears to be for the best interest of the school and the pupil to do so.

f. Whenever the term "board of education or superintendent of schools" is used in this subdivision, it shall be deemed to include community boards of education and community superintendents governing community districts in accordance with the provisions of article fifty-two-A of this chapter. For the purpose of this subdivision, the term "weapon" means a firearm as such term is defined in section nine hundred twenty-one of title eighteen of the United States code.

g. Discipline of students with disabilities and students presumed to have a disability for discipline purposes. (1) Notwithstanding any other provision of this subdivision to the contrary, a student with a disability as such term is defined in section forty-four hundred one of this chapter and a student presumed to have a disability for discipline purposes, may be suspended or removed from his or her current educational placement for violation of school rules only in accordance with the procedures established in this section, the regulations of the commissioner implementing this paragraph, and subsection (k) of section fourteen hundred fifteen of title twenty of the United States code and the federal regulations implementing such statute, as such federal law and regulations are from time to time amended. Nothing in this paragraph shall be construed to confer greater rights on such students than are conferred under applicable federal law and regulations, or to limit the ability of a school district to change the educational placement of a student with a disability in accordance with the procedures in article eighty-nine of this chapter.

(2) As used in this paragraph, a "student presumed to have a disability for discipline purposes" shall mean a student who the school district is deemed to have knowledge was a student with a disability before the behavior that precipitated disciplinary action under the criteria in subsection (k)(8) of section fourteen hundred

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fifteen of title twenty of the United States code and the federal regulations implementing such statute

(3) In applying the federal law consistent with this section

(i) in the event of a conflict between the procedures established in this section and those established in subsection (k) of section fourteen hundred fifteen of title twenty of the United States code and the federal regulations implementing such statute, such federal statute and regulations shall govern

(ii) the trustees or board of education of any school district, a district superintendent of schools or a building principal delegated authority to suspend students pursuant to this subdivision, shall have authority to order the placement of a student with a disability into an appropriate interim alternative educational setting, another setting or suspension for a period not to exceed five consecutive school days where such student is suspended pursuant to this subdivision and, except as otherwise provided in clause (vi) of this subparagraph, the suspension does not result in a change in placement under federal law.

(iii) the superintendent of schools of a school district, either directly or upon recommendation of a hearing officer designated pursuant to paragraph c of this subdivision, may order the placement of a student with a disability into an interim alternative educational setting, another setting or suspension for up to ten consecutive school days, inclusive of any period in which the student is placed in an appropriate interim alternative educational placement, another setting or suspension pursuant to clause (ii) of this subparagraph for the behavior, where the superintendent determines in accordance with the procedures set forth in this subdivision that the student has engaged in behavior that warrants a suspension, and, except as otherwise provided in clause (vi) of this subparagraph, the suspension does not result in a change in placement under federal law.

(iv) the superintendent of schools of a school district, either directly or upon recommendation of a hearing officer designated pursuant to paragraph c of this subdivision, may order the change in placement of a student with a disability to an interim alternative educational setting for up to forty-five days, but not to exceed the period of suspension ordered by a superintendent in accordance with this subdivision, under the circumstances specified in subsection (k)(1) of section fourteen hundred fifteen of title twenty of the United States code and the federal regulations implementing such statute

(v) the terms "day," "business day," and "school day" shall be as defined in section 300.9 of title thirty-four of the code of federal regulations

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(vi) notwithstanding any other provision of this subdivision to the contrary, upon a determination by the committee on special education that the behavior of a student with a disability was not a manifestation of the student's disability, such student may be disciplined pursuant to this section in the same manner as a nondisabled student, except that such student shall continue to receive services to the extent required under federal law and regulations.

(vii) an impartial hearing officer appointed pursuant to subdivision one of section forty-four hundred four of this chapter may order a change in placement of a student with a disability to an appropriate interim alternative educational setting for not more than forty-five days under the circumstances specified in subsections (k)(2) and (k)(7) of section fourteen hundred fifteen of title twenty of the United States code and the federal regulations implementing such statutes, provided that such procedure may be repeated, as necessary.

(viii) nothing in this section shall be construed to authorize the suspension or removal of a student with a disability from his or her current educational placement for violation of school rules following a determination by the committee on special education that the behavior is a manifestation of the student's disability, except as authorized under federal law and regulations.

(ix) the commissioner shall implement this paragraph by adopting regulations which coordinate the procedures required for discipline of students with disabilities, and students presumed to have a disability for discipline purposes, pursuant to subsection (k) of section fourteen hundred fifteen of title twenty of the United States code and the federal regulations implementing such statute, with the general procedures for student discipline under this section.

3-a. Teacher removal of a disruptive pupil. In addition, any teacher shall have the power and authority to remove a disruptive pupil, as defined in subdivision two-a of this section, from such teacher's classroom consistent with discipline measures contained in the code of conduct adopted by the board pursuant to section twenty-eight hundred one of this chapter. The school authorities of any school district shall establish policies and procedures to ensure the provision of continued educational programming and activities for students removed from the classroom pursuant to this subdivision and provided further that nothing in this subdivision shall authorize the removal of a pupil in violation of any state or federal law or regulation. No pupil shall return to the classroom until the principal makes a final determination pursuant to paragraph c of this subdivision, or the period of removal expires, whichever is less.

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a. Such teacher shall inform the pupil and the school principal of the reasons for the removal. If the teacher finds that the pupil's continued presence in the classroom does not pose a continuing danger to persons or property and does not present an ongoing threat of disruption to the academic process, the teacher shall, prior to removing the student from the classroom, provide the student with an explanation of the basis for the removal and allow the pupil to informally present the pupil's version of relevant events. In all other cases, the teacher shall provide the pupil with an explanation of the basis for the removal and an informal opportunity to be heard within twenty-four hours of the pupil's removal.

b. The principal shall inform the person in parental relation to such pupil of the removal and the reasons therefor within twenty-four hours of the pupil's removal. The pupil and the person in parental relation shall, upon request, be given an opportunity for an informal conference with the principal to discuss the reasons for the removal. If the pupil denies the charges, the principal shall provide an explanation of the basis for the removal and allow the pupil and/or person in parental relation to the pupil an opportunity to present the pupil's version of relevant events. Such informal hearing shall be held within forty-eight hours of the pupil's removal.

c. The principal shall not set aside the discipline imposed by the teacher unless the principal finds that the charges against the pupil are not supported by substantial evidence or that the pupil's removal is otherwise in violation of law or that the conduct warrants suspension from school pursuant to this section and a suspension will be imposed. The principal's determination made pursuant to this paragraph shall be made by the close of business on the day succeeding the forty-eight hour period for an informal hearing contained in paragraph b of this subdivision.

d. The principal may, in his or her discretion, designate a school district administrator, to carry out the functions required of the principal under this subdivision.

4. Expense. a. The expense attending the commitment and costs of maintenance of any school delinquent shall be a charge against the city or district where he resides, if such city or district employs a superintendent of schools; otherwise it shall be a county charge.

b. The school authorities may institute proceedings before a court having jurisdiction to determine the liability of a person in parental relation to contribute towards the maintenance of a school delinquent under sixteen years of age ordered to attend upon instruction under confinement. If the court shall find the person in parental

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relation able to contribute towards the maintenance of such a minor, it may issue an order fixing the amount to be paid weekly.

5 Involuntary transfers of pupils who have not been determined to be a student with a disability or a student presumed to have a disability for discipline purposes.

a. The board of education, board of trustees or sole trustee, the superintendent of schools, or district superintendent of schools may transfer a pupil who has not been determined to be a student with a disability as defined in section forty-four hundred one of this chapter, or a student presumed to have a disability for discipline purposes as defined in paragraph g of subdivision three of this section from regular classroom instruction to an appropriate educational setting in another school upon the written recommendation of the school principal and following independent review thereof. For purposes of this section of the law, "involuntary transfer" does not include a transfer made by a school district as part of a plan to reduce racial imbalance within the schools or as a change in school attendance zones or geographical boundaries.

b. A school principal may initiate a non-requested transfer where it is believed that such a pupil would benefit from the transfer, or when the pupil would receive an adequate and appropriate education in another school program or facility.

No recommendation for pupil transfer shall be initiated by the principal until such pupil and a person in parental relation has been sent written notification of the consideration of transfer recommendation. Such notice shall set a time and place of an informal conference with the principal and shall inform such person in parental relation and such pupil of their right to be accompanied by counsel or an individual of their choice.

c. After the conference and if the principal concludes that the pupil would benefit from a transfer or that the pupil would receive an adequate and appropriate education in another school program or facility, the principal may issue a recommendation of transfer to the superintendent. Such recommendation shall include a description of behavior and/or academic problems indicative of the need for transfer; a description of alternatives explored and prior action taken to resolve the problem. A copy of that letter shall be sent to the person in parental relation and to the pupil.

d. Upon receipt of the principal's recommendation for transfer and a determination to consider that recommendation, the superintendent shall notify the person in parental relation and the pupil of the proposed transfer and of their right to a fair hearing as provided

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in paragraph c of subdivision three of this section and shall list community agencies and free legal assistance which may be of assistance. The written notice shall include a statement that the pupil or person in parental relation has ten days to request a hearing and that the proposed transfer shall not take effect, except upon written parental consent, until the ten day period has elapsed, or, if a fair hearing is requested, until after a formal decision following the hearing is rendered, whichever is later.

Parental consent to a transfer shall not constitute a waiver of the right to a fair hearing.

6. **Transfer of a pupil.** Where a suspended pupil is to be transferred pursuant to subdivision five of this section, he or she shall remain on the register of the original school for two school days following transmittal of his or her records to the school to which he or she is to be transferred. The receiving school shall immediately upon receiving those records transmitted by the original school, review them to insure proper placement of the pupil. Staff members who are involved in the pupil's education must be provided with pertinent records and information relating to the background and problems of the pupil before the pupil is placed in a classroom. (L 1947, c. 820; amended L 1969, c. 307, § 1; L 1969, c. 784, § 1; L 1971, c. 563, §§ 1 to 3; L 1971, c. 1149, §§ 1, 2; L 1974, c. 919, § 15; L 1979, c. 562, § 1; L 1979, c. 647, § 1; L 1985, c. 209, § 3; L 1995, c. 269, §§ 1 to 3; L 1999, c. 311, §§ 1 to 5, eff. July 20, 1999; L 2000, c. 181, § 2, eff. Nov. 1, 2000.)

Historical and Statutory Notes

L 2000, c. 181 legislation

L 2000, c. 181, § 1, provides

"This act shall be known and may be cited as 'Project SAVE, Safe Schools Against Violence in Education Act'."

Derivation

Education Law of 1910 § 628, added L 1928, c. 646, § 1, amended L 1930, c. 351; which was from Education Law of

1910 § 635, amended L 1917, c. 563, §§ 4, 5; L 1921, c. 336, § 10, and repealed L 1928, c. 646, § 1; originally revised from Education Law of 1909 § 538, renumbered 537 and amended L 1909, c. 409, which derived from Consolidated School Law of 1894, c. 556, tit. 16, § 9, added L 1894, c. 671, amended L 1896, c. 606, § 5; L 1903, c. 459, § 8; L 1905, c. 280, § 3.

Cross References

Children admitted to farm schools in certain counties, see Education Law § 4707

Children admitted to home schools in certain cities, see Education Law § 4807

Education of children residing in child care institutions, see Education Law § 4001 et seq

New York City community school district system, see Education Law § 2590 et seq

Persons in need of services, see Family Court Act § 711 et seq

APPENDIX H-2

STIPULATION OF SETTLEMENT

1. Section 10.5.1 of the contract embodies the right of the teacher to request that the principal exclude a pupil from class as therein set forth; the District is bound to follow the statute (Education Law §3214, subdivision 3) where it applies; the contractual section does not require the District to exclude, but it does require that the District exercise its discretion reasonably and advise, and consult with, the teacher involved.
2. Once the District acts to exclude the pupil, the contract requires that the pupil not be readmitted until after the principal, the parents and the teacher have conferred jointly. The rule of reason discussed above shall apply to this requirement where appropriate.
3. In cases of an exclusion by the teacher and a return of the pupil to class by administration shortly thereafter, a joint conference is not required, but the District should make its determination with the provisions of §10.5.1 in mind and with the teacher being advised and consulted as much as possible, within the rule of reason herein discussed, in the decision making prior to the student's return to class. Shortly is defined as any time prior to the conclusion of the next scheduled class in which the pupil and teacher would be together in the same course.

Dated: November 17, 1989

APPENDIX I

LOCAL PROCEDURE: AGENCY FEE REFUND

Any person making service fee payments to the Albany Public School Teachers' Association (hereinafter the Association) in lieu of dues under agency shop provisions in the Union's Collective Bargaining Agreement (Article I, Section 1.4) shall have the right to object to the expenditure of his/her portion of any of an agency shop fee deduction which represents the employee's pro-rata share, of expenditures by the organization in aid of activities or cause of a political or ideological nature only incidentally related to terms and conditions of employment.

Such objections shall be made, if at all, by the objector individually notifying the Association President and Treasurer of his/her objection by registered or certified mail, during the period between September 1-15 of each year.

The approximate proration of service fees spent by the Union for such purposes shall be determined annually at the end of the Association's fiscal year. Rebate of a prorated portion of his/her service fees corresponding to such proportion shall thereafter be made to each individual who has timely filed a notice of objection, as provided above.

APPEALS

If an objector is dissatisfied with the proportional allocation that has been determined on the ground that it assertedly does not accurately reflect the expenditures of the Union in the defined area, an appeal may be taken by such persons to the Association [Executive Board] within thirty (30) days following the receipt of such allocation. The Association [Executive Board] shall render a decision on such appeal within thirty (30) days following its receipt. If the objector remains dissatisfied, he/she may file an appeal therefrom the local's governing body by lobbying the appeal with the President of the Association within thirty (30) days following receipt of the Association's [Executive Board] decision, which appeal shall be heard at the next regular meeting of the governing body.

The governing body shall render a decision within thirty (30) days after hearing the appeal.

APPENDIX J
GENERAL MUNICIPAL LAW

§ 682. Definitions

Article 15-C

As used herein, the following terms shall have the following meanings:

1. “Government” or “employer” shall mean any county, city, town, village, school district or other political subdivision in this state having one hundred or more full-time employees, except the city of New York.
2. “Public employee” or “employee” shall mean any person directly employed and compensated by a government, except persons employed in the legislative or judicial branch thereof.
3. “Supervisor” shall mean any person, regardless of title, who is assigned to exercise any level of supervisory responsibility over public employees.
4. “Grievance” shall mean any claimed violation, misinterpretation or inequitable application of the existing laws, rules, procedures, regulations, administrative orders or work rules of a government or a department or agency thereof, which relate to or involve employee health or safety, physical facilities, materials or equipment furnished to employees or supervision of employees; provided, however, that such term shall not include any matter involving an employee’s rate of compensation, retirement benefits, disciplinary proceeding or any matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law.

(Formerly §602, added L. 1962, c.554 §1; renumbered 682, L. 1964, c266, §21.)

APPENDIX K

City School District of Albany

PROFESSIONAL DEVELOPMENT REPORTING FORM

2006-2011

Name: _____ School: _____

Unit: (Check One) ☐ APSTA (20 clock hours required)
☐ APSAA (20 clock hours required)
☐ APSUE (20 clock hours required)

One-Time Mandated Courses

1. Child Abuse
2. Substance Abuse
3. Project SAVE

Record Date Training Was Received

This year: _____ Previous year: _____
This year: _____ Previous year: _____
This year: _____ Previous year: _____

Identify each professional development experience you participated in this school year along with the actual number of clock hours of participation for credit (workshops/conferences, course work, other, etc.):

TITLE	DATE(s)	CLOCK HOURS
Annual Mandated Training in Hazard Communication/Right-to-Know		

Total hours accrued this year (attach additional pages as necessary): _____

Submit a final copy noting all hours for credit for 2002-2003 to your school principal or site supervisor no later than June 15.

APPENDIX L

APSTA TUITION REIMBURSEMENT FORM

Name: _____ Date: _____

Address: _____ School: _____

Area of permanent certification _____ Date obtained _____

For registered nurses: Date of employment with District _____

Course Information:

Month/Year _____ College _____ Course # _____ Course Title _____

of Hours _____ Semester Grade _____ Date of Payment _____ Amount Claimed _____

If the graduate course is outside the area of your certification and/or teaching assignment, offer a brief explanation of how it would be related to your teaching assignment.

For Tuition Reimbursement Committee use:

Date _____ Tuition Reimbursement Approved _____ Denied _____ Committee Chair person's Initials _____

APSTA TUITION REIMBURSEMENT GUIDELINES

The following guidelines were developed by the Joint Tuition Reimbursement Committee:

1. Tuition reimbursement will be given automatically to teachers taking graduate courses in their area of certification and/or teaching assignment.
2. Graduate courses taken outside of the area of certification and/or teaching assignment must be approved by the Tuition Reimbursement Committee. Application for approval of courses should be forwarded to the Office of Human Resources.
3. Tuition reimbursement will apply only to those graduate courses taken subsequent to permanent certification.
4. After the completion of three years of employment with the District, registered nurses will be eligible to receive tuition reimbursement for undergraduate courses leading to a BA/BS degree in the field of nursing. The same parameters established in paragraph 5 below will apply to these courses.
5. Tuition reimbursement will reflect the SUNY tuition rate except for courses not offered by SUNY, in which case there will be a \$1,000 tuition cap for a 3-hour course. Payment will be made for courses completed with a grade of B or higher. (Pass/Failure courses will require a grade of Passing.) Payment will be issued upon receipt of an official transcript and proof of payment.
6. The Tuition Reimbursement Committee shall include four representatives from APSTA and two representatives from the District (see 13.10.3 for decisions).

APPENDIX M

City School District of Albany BUILDING CURRICULUM LEADERSHIP TEAM STIPENDS

Listed below are the proposed stipends and individual school budgets for the Building Curriculum Leadership Team teacher members.

These stipends were developed using a base of \$300 for each teacher leader plus the September, 1997 school enrollment figure at \$1.00 per student.

In order to maintain equity of distribution between the smallest and largest school, no individual stipend is less than \$500 per teacher or more than \$1,200 per teacher.

School	Base Stipend	Additional Stipend Based On Student Enrollment	Total Stipend Per Teacher	Total Teacher Stipends Per School
AHES	300.00	680.00	980.00	4900.00
ASH	300.00	620.00	920.00	4600.00
Giffen	300.00	560.00	860.00	4300.00
Montessori Magnet	300.00	290.00	590.00	2950.00
PSES	300.00	940.00	1240.00 1200.00	6000.00
TOAST	300.00	530.00	830.00	4150.00
#16	300.00	570.00	870.00	4350.00
#18	300.00	360.00	660.00	3300.00
#19	300.00	820.00	1120.00	5600.00
#20	300.00	320.00	620.00	3100.00
#26	300.00	180.00	480.00 500.00	2500.00
#27	300.00	290.00	590.00	2950.00
21/TOPS	300.00	75.00	375.00 500.00	2500.00
Hackett	300.00	670.00	970.00	4850.00
PLMA	300.00	730.00	1030.00	5150.00
AHS	300.00	2210.00	2510.00 1200.00	6000.00
HGHS	300.00	205.00	505.00	2525.00
Abrookin	300.00	N/A	500.00	2500.00

APPENDIX N

Albany City School District and APSTA Waiver Form

Building: _____

Date: _____

Site Administrator: _____

Signature of Site Administrator: _____

APSTA Building Representatives: _____

Signature of APSTA Building Rep: _____

Waiver Intent/Contract Article:

Waiver brought to District-Wide Labor Management on
_____ (Date)

Waiver request approved _____

Waiver request denied _____

After approval by District-Wide Labor Management, the building level waiver vote needs to take place within 5 school days from receipt of this waiver form. This form, along with the official ballots must be returned to the President of APSTA for official files.

Outcome of the building level vote:

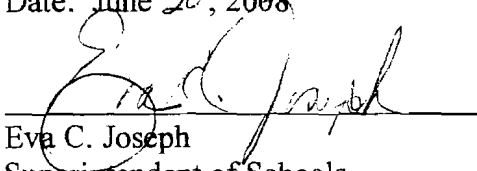
"Yes" Votes: _____

"No" Votes: _____

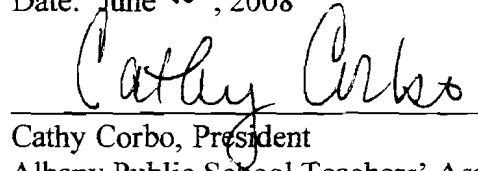
Total Votes: _____

IN WITNESS WHEREOF, the parties hereto, the President of the Association for the Albany Public School Teachers' Association and the Superintendent of Schools, have hereunto affixed their names.

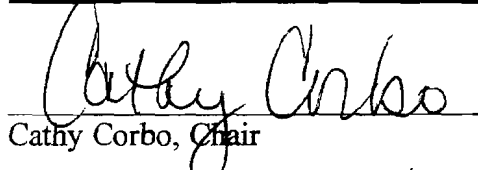
Date: June 20, 2008

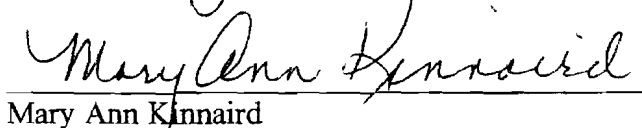

Eva C. Joseph
Superintendent of Schools
City School District of Albany

Date: June 20, 2008

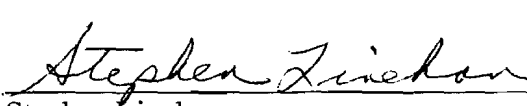

Cathy Corbo, President
Albany Public School Teachers' Association


APSTA NEGOTIATING TEAM

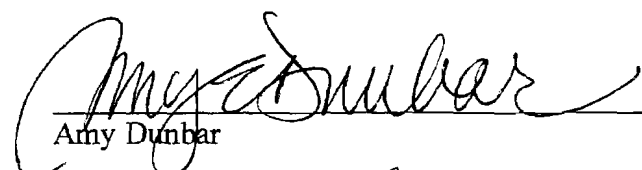

Cathy Corbo, Chair



Mary Ann Kinnaird


Sara McGraw


Stephen Linehan


Sarah Foster


Amy Dunbar


Deanna Carras

